

<b>AWARD/CONTRACT</b>				1. Caption		Page of Pages	
				<b>Personal Care Assistant</b>		1	15
2. Contract Number		3. Effective Date		4. Requisition/Purchase Request/Project No.			
DCJM-2015-A-0022							
5. Issued by:			Code	JMOMB	6. Administered by (If other than line 5)		
Department on Disability Services 1125 15 <sup>th</sup> Street, NW, 4 <sup>th</sup> Floor Washington, DC 20005				Rehabilitation Services Administration 1125 15 <sup>th</sup> Street, NW, 9 <sup>th</sup> Floor Washington, DC 20005			
8. Name and Address of Contractor (No. street, city, county, state and zip code)					8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Schedule Section F)		
					9. Discount for prompt payment		
					10. Submit invoices to the Address shown in (3 copies unless otherwise specified)		Section B.9
Code		TIN					
11. Ship to/Mark For			Code	12. Payment will be made by			Code
Same as Block 5				Office of the Controller, 6th Floor 64 New York Avenue, N.W. Washington, DC 20002			
13. Reserved for future use				14. Accounting and Appropriation Data ENCUMBRANCE CODES:			
15A. Item	15B. Supplies/Services			15C. Qty.	15D. Unit	15E. Unit Price	15F. Amount
0001	Personal Care Assistant				hour		
				<b>Total Amount of Contract</b>			
16. Table of Contents							
(X)	Section	Description	Page	(X)	Section	Description	Page
<b>PART I – THE SCHEDULE</b>				<b>PART II – CONTRACT CLAUSES</b>			
X	A	Solicitation/Contract Form			I	Contract Clauses	
X	B	Supplies or Services and Price/Cost		<b>PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>			
X	C	Description/Specifications/Work Statement			J	List of Attachments	
X	D	Packaging and Marking					
X	E	Inspection and Acceptance			K	Representations, Certifications and Other Statements of Offerors	
X	F	Deliveries or Performance					
X	G	Contract Administration data			L	Instructions, conditions & notices to offerors	
X	H	Special Contract Requirements			M	Evaluation factors for award	
Contracting Officer will complete Item 17 or 18 as applicable							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return one (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, see I.7.)				18. <input type="checkbox"/> 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)				20A. Name of Contracting Officer			
				Marsha Robinson, Contracting Officer			
19B. Name of Contractor		19C. Date Signed		20B. District of Columbia		20C. Date Signed	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			
Government of the District of Columbia		Department on Disability Services		Based on DC OCP 201 (7-99)			

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
**DEPARTMENT ON DISABILITY SERVICES**  
**OFFICE OF CONTRACTING AND PROCUREMENT**



**BLANKET PURCHASE AGREEMENT**  
**DCJM-2015-A-0022**

With \_\_\_\_\_

..... (Contractor) agrees to provide Personal Care Assistant Services to the District of Columbia Department on Disability Services (DDS) on behalf of the Rehabilitation Services Administration (RSA), hereafter referred to as the “**District**,” in accordance with the attached Statement of Work (SOW).

**B.1        EXTENT OF OBLIGATION:**

**B.1.1**        The Government of the District of Columbia is obligated only to the extent that authorized purchases are actually made under the Blanket Purchase Agreement (BPA), and is not obligated to place future orders. (Title 27 of the District of Columbia Municipal Regulations (DCMR), Chapter 18, Section 1810.2 (a) (c))

**B.1.2**        The Provider shall not provide any goods or services under this agreement until a purchase order with sufficient funding to cover the cost of the requested goods or services has been issued.

**B.2        PURCHASE LIMITATION:**

**B.2.1**        The limitation of any orders against this BPA shall not exceed the small purchase limitation of \$100,000.00.

**B.3        NOTICE OF INDIVIDUAL(S) AUTHORIZED TO PURCHASE UNDER THE BPA:**

**B.3.1**        Edmund Neboh, Contract Administrator (CA), Siavosh Hedayati, Contract Administrator (CA), and Sharon Vaughan-Roach, Program Manager, under the direction of DDS office of Contracts and Procurement, are the authorized individuals to place orders for goods and service under this BPA. A Contracting Officer is the only individual who may make changes to this BPA, or to increase the authorized amount of orders against this BPA.

**B.4        LAWS AND REGULATIONS INCORPORATED BY REFERENCE**

**B.4.1**        By signing this Agreement, the Provider certifies, attests, agrees, and acknowledges to be bound by the following stipulations, representations and requirements of the provisions of the following laws, acts and orders, together with the provisions of the applicable regulations made pursuant to the laws, and they are incorporated by reference into this Agreement:

**B.4.1.1** Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) (Attachment C)

**B.4.1.2** Standard Contract Provisions for use with District of Columbia Supplies and Services Contracts;  
[http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+\(March+2007\)](http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+(March+2007)) (Ctrl+click to open link or copy to web address bar)

**B.5** **PRICE SCHEDULE**

Personal Care Assistant Option Year One Rates for Non-Medicaid Waiver Providers

Enter rate for base year in block 15E of the cover page

Item #	Description	Unit	Unit Price
1001	Personal Care Assistant	hourly	\$_____

Personal Care Assistant Option Year Two Rates Non-Medicaid Waiver Providers

Item #	Description	Unit	Unit Price
2001	Personal Care Assistant	hourly	\$_____

Personal Care Assistant Option Year Three Rates Non-Medicaid Waiver Providers

Item #	Description	Unit	Unit Price
3001	Personal Care Assistant	hourly	\$_____

Personal Care Assistant Option Year Four Rates Non-Medicaid Waiver Providers

Item #	Description	Unit	Unit Price
4001	Personal Care Assistant	hourly	\$_____

**B.5.1** Under Public Law 113-128, the Workforce Innovation and Opportunity Act, the person has a right to make informed choices and decisions. The person will conduct interviews with available vendors to make the most informed decision.

**B.6 PRICING:**

**B.6.1** The Provider warrants and agrees that the prices charged to the District government shall be as low, or lower than the prices charged to their most favored customer for comparable services under similar terms and conditions, in addition to any discounts for prompt payment.

**B.7 PERIOD OF PERFORMANCE:**

**B.7.1** The period of performance shall begin on the date the BPA is executed by the Contracting Officer and continue for a period of one (1) year after award. The District reserves the right to extend this BPA for four (4) one (1) year option periods under the same terms as stated for the base year. Purchase Orders (PO's) issued by the District will expire on September 30 of the year in which they are issued.

**B.8 DELIVERY TICKETS (AUTHORIZATIONS) AND INVOICES:**

**B.8.1** Orders for services against this BPA will be placed by hard-copy mail or electronic mail

**B.8.2** Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets, authorizations, sales slips or invoice that must contain as a minimum, the following information:

**B.8.2.1** Provider's name, Federal tax ID and invoice date (Providers shall date invoices on the date of mailing or transmittal);

**B.8.2.2** BPA and invoice number;

**B.8.2.3** Description, price, quantity and the date(s) that the services were delivered or performed.

**B.8.2.4** Other supporting documentation or information, as required by the Contracting Officer;

**B.8.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

**B.8.2.6** Name, title, phone number of person preparing the invoice;

**B.8.2.7** Name, title, phone number and mailing address of person (if different from the person identified in B.8.2.6 above) to be notified in the event of a defective invoice; and

**B.8.2.8** Authorized signature.

**B.8.3** Direct all technical inquiries to the Contract Administrators, Mr. Edmund Neboh and Mr. Siavosh Hedayati.

**B.8.4** The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Provider's invoice, the provisions of this BPA will take precedence.

**B.9** **PAYMENT OF INVOICES:**

**B.9.1** The Provider shall submit to the Agency Chief Financial Officer an itemized invoice within thirty (30) days after the delivery of services to the persons with disability(ies).

**B.9.2** The District will pay the Provider on or before the 30<sup>th</sup> day after receiving a proper invoice from the Provider.

**B.9.3** All invoices should be mailed to

Department on Disability Services  
Office of the Controller, 6<sup>th</sup> Floor  
64 New York Avenue, NW  
Washington, DC 20002

**DISCOUNT FOR PROMPT PAYMENT: \_\_\_\_\_ %**

**ACCEPTED**

Contractor:

\_\_\_\_\_  
Name  
*Title*

\_\_\_\_\_  
Date

**DISTRICT OF COLUMBIA:**

\_\_\_\_\_  
**Marsha Robinson**  
**Contracting Officer**

\_\_\_\_\_  
**Date**

**Return the signed BPA Agreement to:**

**Office of Contracting and Procurement  
Department on Disability Services  
1125 15th Street, NW 4<sup>th</sup> Floor  
Washington, DC 20001  
Attn: Monica Brown  
(202) 730-1861**

**(202) 730-1514 (Fax)**  
**[Monica.Brown4@dc.gov](mailto:Monica.Brown4@dc.gov)**

Attachments:  
Statement of Work

**District of Columbia Department on Disability Services  
 Rehabilitation Services Administration  
 STATEMENT OF WORK**

**C.1 SCOPE:**

**C.1.1** The District of Columbia Department on Disability Services (DDS) Office of Contracting and Procurement, on behalf of the District of Columbia Department on Disability Services, Rehabilitation Services Administration (RSA), hereafter referred to as the “**District,**” is seeking Certified Personal Care Assistants in the Washington Metropolitan area, that will be placed on a list of eligible Providers to provide persons with disability(ies) with the Personal Care Assistant service as described in the requirements.

**C.2 APPLICABLE DOCUMENTS:**

**C.2.1** As a condition of the District’s determination of eligibility to perform under this BPA Agreement, the Provider shall comply with all applicable District, federal and other State and local governmental laws, regulations, standards, or ordinances and, where applicable, any other applicable licensing and permit laws, regulations, standards, or ordinances as necessary for the lawful provision of the services required of the Provider under the terms of this Agreement:

<b>Item No.</b>	<b>Document Type</b>	<b>Title</b>	<b>Date</b>	<b>Document Location</b>
1.	<b>Workforce Innovation and Opportunity Act</b>	<b>P.L. 113-128</b>	<b>2014</b>	<a href="https://www.congress.gov/113/bills/hr803/BILLS-113hr803enr.pdf">https://www.congress.gov/113/bills/hr803/BILLS-113hr803enr.pdf</a>
2.	<b>Americans with Disabilities Act as Amended</b>	<b>P.L.101-336</b>	<b>1990</b>	<a href="http://www.ada.gov/">http://www.ada.gov/</a>
3.	<b>Department of Mental Health Establishment Act</b>	<b>D.C. Law 14-56; D.C. Official Code §§ 7-1131.04 and 7-1131.05 (2008 Repl.)</b>	<b>2001</b>	<a href="http://dcode.org/simple/sections/7-1131.03.html">http://dcode.org/simple/sections/7-1131.03.html</a>
4.	<b>Mayor’s DC Language Access Act</b>		<b>2004</b>	<a href="http://www.ohr.washingtondc.gov/ohr/c">http://www.ohr.washingtondc.gov/ohr/c</a>

				<a href="http://www.doh.dc.gov/ohrN3%7C.asp">wp/view,a,3,q,636135,ohrNav,%7C30953%7C.asp</a>
5.	<b>DCMR 27</b>	<b>CDCR 27-100 to 4299</b>	<b>2007</b>	<a href="http://www.dcregs.dc.gov/Search/DCMRSearchByChapter.aspx?SearchType=DCMRChapterNum&amp;KeyValue=27">http://www.dcregs.dc.gov/Search/DCMRSearchByChapter.aspx?SearchType=DCMRChapterNum&amp;KeyValue=27</a>
6.	<b>Requirement for Background Check to work with minor or vulnerable population</b>	<b>42 U.S. Code § 13041 45 CFR Parts 2510, 2522, 2540, 2551, and 2552 D.C. Code § 4-1501.06</b>	<b>2011</b>	<a href="http://www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl">http://www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl</a>
7.	<b>34 CFR 361</b>	<b>34 CFR 361 et seq.</b>		<a href="http://www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl">http://www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl</a>
8.	<b>DC DDS/RSA Policies and Procedures</b>			<a href="http://dds.dc.gov/page/policies-and-procedures-rsa">http://dds.dc.gov/page/policies-and-procedures-rsa</a>

**C.2.2 BACKGROUND:**

**C.2.2.1** Under the provisions of the Workforce Innovation and Opportunity Act (WIOA) (P.L. 113-128), the Americans with Disabilities Act of 1990 as Amended (ADAAA), and Federal and state agencies are required to provide reasonable accommodations for persons and Employees with disabilities, barring undue hardship. The District focuses on

employment, ensuring that persons with disabilities achieve a greater quality of life by obtaining and sustaining employment, economic self-sufficiency, and independence. The District achieves this through employment marketing and placement services, vocational evaluation, vocational rehabilitation, inclusive of business enterprises. The District provides services for eligible persons with physical or mental impairments. These services are designed to enable one to prepare for, obtain, maintain, regain or advance in employment.

**C.2.2.2** The District is seeking Personal Care Assistance Providers to provide services to empower the persons with disability(ies) to independently perform during their vocational rehabilitation and independent living services.

**C.2.3** **DEFINITIONS:**

**C.2.3.1** **Authorization:** Agreement given to a service Provider denoting services to be rendered at the price not to exceed the amount shown in the written authorization the Provider is allowed to bill for those services.

**C.2.3.2** **Individual with a disability(ies):** An individual who has physical or mental impairment; whose impairment constitutes or results in a substantial impediment to employment; and who benefit in terms of an employment outcome from provision of vocational rehabilitation services (As cited in 34 CFR §361.5 (28)(i)(ii)(iii)).

**C.2.3.3** **Personal Care Assistant:** A person providing a range of services provided by one or more persons designed to assist an individual with disability(ies) to perform daily living activities on or off the job that the individual would typically perform without assistance if the individual did not have a disability. The service must be designed to increase the individual's control in life and ability to perform everyday activities on or off the job (As cited in 34 CFR 361.5(b)(39)). The Personal Care Assistant service is delivered to the District person during the period of vocational training, employment and independent living skills with written recommendation from the person's attending physician.

**C.2.3.4** **Provider:** A consultant, Provider, or contractor, of goods or services, who can be an individual, a partnership, non-profit entity, or a corporation that enters into a Blanket Purchase Agreement (BPA) with the District.

**C.2.3.5** **Referral:** the act of sending someone for consultation, review, or further action.

**C.2.3.6** **Vocational Rehabilitation Specialist (VRS):** State employee responsible for determining eligibility and providing or arranging rehabilitation services for applicants or recipients of these services.

**C.3        REQUIREMENTS:**

**C.3.1        Service Requirements:**

**C3.1.2**        The Provider shall review and utilize the information in the referral packet (See Section H, District Responsibilities).

**C3.1.3**        Provider shall respond to the VRS within two (2) business days acknowledging receipt of the referral packet.

**C3.1.4**        The Provider shall meet with the referred person within ten (10) business days of receipt of the referral to identify his/her needs of personal care assistant services.

**C3.1.5**        The Provider shall not be obligated to accept a referral. If the Provider decides not to accept the referral prior to initiating contact or after meeting with the person, the Provider shall return the referral packet in its entirety to the District within three (3) business days of receipt of referral with justification for rejecting the referral. No payment shall be invoiced or paid if no services are rendered.

**C3.1.6**        If the Provider decides to accept the referral, the Provider shall schedule the appointment with the person within three (3) business days after the acknowledgement of receipt of referral. The Provider shall notify the District VRS of the scheduled appointment via email.

**C3.1.7**        The Provider shall ensure the referred person is signs in for any contact visit with the Provider. The Provider shall include the signed contact sheet with the monthly progress report submitted to the VRS via electronic scanner/email.

**C3.1.8**        The Provider shall contact the VRS regarding any questions pertaining to the referral.

**C.3.2        Process of Personal Care Service Requirements:**

**C3.2.1**        The Provider shall meet with the person and review documentation provided by VRS.

**C3.2.2**        The Provider shall assess the person's level of Personal care attendant needs and provide services as assessed by a VRS based on the medical documentation and referral. The Provider shall then identify the person's disability factors and needs of independent living activities while participating in VR services, including but not limited to vocational training, job search and employment stability.

**C3.2.3**        The Provider shall supervise and monitor the person to ensure the person maintains his/her safety and daily living activities during the participation in the VR and independent living services.

**C3.2.4**        The monthly progress report shall include any issues or concerns that need to be addressed by the District employee (e.g., adaptive equipment, training, or services from sources

other than the primary service Provider).

**C.3.2.5** The Provider shall include all services to the person with disability(ies) in a monthly report.

**C.3.3** **Provider requirements:**

**C.3.3.1** The Provider shall never leave the persons with disability(ies) unattended or unsecured through the duration of service.

**C.3.3.3** The Provider shall provide a background clearance check on each specialists, employee, and/or sub-contractor that has the potential to serve persons who are 17 years or younger referred under this agreement. Background clearance checks are inclusive of the Federal Bureau of Investigation (FBI)(updated biennially), Child Protection Registry (updated annually); and Jurisdictional Police Department Check in which the applicant resided during the last five years prior to employment consideration; and if different, the District of Columbia Metropolitan Police Department and service jurisdiction.

**C.3.3.4** The Provider shall provide to the contract administrator (CA) documentation that all direct and indirect staff, including consultants, be free of communicable diseases.

**C.3.3.5** The Provider shall maintain an individual personnel file for each staff person, which contains an application for employment, professional and personal references, applicable credentials/certification, records of local jurisdiction required medical examinations, personnel actions including time records, documentation of all training received, notation of any allegations of professional or other misconduct and Provider's action in response to the allegations and the date and reason if an employee is terminated from employment. All personnel materials shall be made available to the CA designated in the BPA Notice of Award Letter or task orders upon request.

**C.3.3.6** The Provider shall provide culturally competent services that ensure staff persons understand and are familiar with the person with disability(ies), culture, and acknowledge and build upon ethnic, socio-cultural and linguistic strengths. The Provider shall make every effort to employ staff representative of The District's referral population. These services include, but are not being limited to, the Provider's ability to communicate and serve the person identified as deaf, hard of hearing, deaf-blind, visually impaired, blind, Spanish speaking and other languages spoken.

**C.3.3.7** The Provider shall comply with all applicable District of Columbia licensure requirements and any other applicable licensure requirements in the jurisdiction where services are delivered;

**C.3.3.8** The Provider shall maintain a signed copy of a current BPA with the District for the provision of services, if determined necessary by the District;

**C.3.3.9** The Provider shall ensure compliance with the Provider agency's policies and procedures

and DC DDS/RSA policies, including reporting of unusual incidents, human rights, language access, employee orientation objectives and competencies, Individualized Plan for Employment (IPE), most integrated community based setting, health and wellness standards, behavior management, and protection of the person's funds.

**C.3.3.10** The Provider shall provide a written staffing schedule for each site where services are provided, if applicable;

**C.3.3.11** The Provider shall maintain a written staffing plan, if applicable;

**C.3.3.12** The Provider shall develop and implement a quality assurance system to evaluate the effectiveness of services provided;

**C.3.4** **Staff Requirements:**

**C.3.4.1** The basic requirements for all employees providing direct services are as follows:

**C.3.4.1.1** Shall have competence in delivering personal care assistance services as prescribed by an attending physician;

**C.3.4.1.2** Shall maintain a positive rapport and have the ability to work successfully with a variety of individual with disability(ies) and employers.

**C.3.4.1.3** Shall obtain annual documentation from a physician or other health professional that he or she is free from tuberculosis (TB) and hepatitis B;

**C.3.4.1.4** Shall have the ability to communicate with the person to whom services are provided;

**C.3.4.1.5** Shall be able to read, write, and speak the English language.

**C.3.4.1.6** The Provider shall maintain documentation that each staff person possesses adequate training to perform the duties for which he/she is assigned. Staff person(s) shall meet all applicable requirements for Health Care Aide and/or Personal Care Attendant certificate with at least six (6) months of work experience.

**C.3.4.1.7** The Provider shall ensure that each staff/employee shall be at least eighteen (18) years of age.

**C.3.4.1.8** The Provider shall ensure that each staff/employee shall possess a high school diploma or general educational development (GED) certificate.

**C.3.4.1.9** The Provider shall ensure that each staff/employee shall possess a valid CPR and First Aid certificate.

**C.3.5** **PROVIDER QUALIFICATIONS:**

The Provider shall make available upon request required documents as follows:

- C.3.5.1.** Roster of key personnel, with qualifications, Health Care Aide and/or Personal Care Attendant Certificates, resumes, background checks, local license, if applicable, and a copy of their position descriptions;
- C.3.5.2.** Organizational policies and procedures, including personnel policies and procedures required by the District.
- C.3.5.3.** Samples of all documentation templates, including progress notes, evaluations, intake assessments, discharge summaries, and quarterly reports; and
- C.3.5.4.** If the Provider uses a vehicle to transport the person under the BPA, the Provider shall provide a copy of valid license plate, registration, insurance and Certificate of Inspection issued by a jurisdictional department of motor vehicle. Without providing the copy of required documents, the Provider shall not transport the person in the vehicle while in the service.

**C.3.6 MONITORING PLAN:**

<b>C.7.1 PERFORMANCE MONITORING PLAN</b>		
<b>Performance Requirements</b>	<b>Performance Standards</b>	<b>Surveillance Method &amp; Frequency</b>
Review the BPA and determine if the Provider is in compliance with this contract	100% of standard met	Provider’s performance is observed by QA and CA and the progress report analyzed by DDS/RSA Staff
		Administer, analyze and report results of Person Satisfaction Survey.

**C.3.7 DELIVERABLES:**

<b>CLIN</b>	<b>Deliverable</b>	<b>Quantity</b>	<b>Format and Method of Delivery</b>	<b>Due Date</b>
<b>1.</b>	Personal Care Assistant detailed monthly progress report	1	Mail and E-mail to the CA and Counselor	Within thirty (30) days after the delivery of the service

**C.3.8 DISTRICT RESPONSIBILITIES**

**C.3.8.1** The counselor will submit a referral packet to the Provider, which shall include but not limited to the following:

- C.3.8.1.1** Authorization for Services;

**C.3.8.1.2** Release of Confidential Information Consent form signed by the person;

**C.3.8.1.3** Medical recommendation and documentation prescribed by an attending physician justifying the need for personal care services during period of employment or vocational training or at any time for person who is receiving Independent living services;

**C.3.8.2** The District will make the Provider aware of Federal and District laws and established the District policies pertaining to maintaining individual records through discussion, providing certain copies of policies and explaining how the Provider may obtain copies of the Federal and District laws.

**C.3.8.3** The District will be financially responsible for only those specific services needed by the District person and required of the Provider, each of which must be authorized prior to the provision of services.

**C.3.8.4** The District will provide the Provider with Referral for Services Form –Authorization Form bearing the signature of the District employee.

**C.3.8.5** The District will provide a copy of previous medical and psychological evaluation reports if required.

**C.3.8.6** The District will send notice of cancellation of appointment as soon as the VRS receives the cancellation notice from the person.

**D.1 DDS HIPAA BUSINESS ASSOCIATE COMPLIANCE:**

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

**D.2 HIPAA PRIVACY COMPLIANCE**

**D.2.1 Definitions:**

**D.2.2** *Business Associate* means a person or entity, who performs, or assists in the performance of a function or activity on behalf of a covered entity or an organized health care organization in which the covered entity participates, involving the use or disclosure of individually identifiable health information, other than in the capacity of a workforce member of such covered entity or organization. A business associate is also any person or organization that provides, other than in the capacity of a workforce member of such covered entity, legal, actuarial, accounting, consulting, data aggregation, management, administration, accreditation, or financial services to or for the covered entity and receives individually identifiable health information from a covered entity or another business associate on behalf of a covered entity. In some instances, a covered entity may be a business associate of another covered entity.

**D.2.3** *Covered Entity* means a health plan, a health care clearinghouse, or a health care Provider

who transmits any health information in electronic form in connection with a transaction covered by 45 C.F.R. Parts 160 and 164 of the Privacy Rule.

**E**            **ELIGIBILITY CRITERIA:**

**E.1**            **Applicants that have been certified by the Department of Healthcare Finance as a waiver provider of personal care assistants are exempt from submitting the following eligibility documents and need only submit the approval letter from Healthcare Finance.**

**E.2**            The Provider shall provide a certificate of good standing issued by the District of Columbia Regulatory Authority (DCRA) certifying that the business is authorized to transact business in the District of Columbia or equivalent licensure or credentials from the jurisdiction where services are to be performed;

**E.3**            The Provider shall provide a resume and three letters of reference demonstrating that the chief executive(s) with oversight over services provided under this agreement has a degree in the Social Services or a related field with at least one (1) year of experience of working with people with disability(ies); or a degree in a non-Social Services field with at least two (2) years of experience working with people with disability(ies);

**E.4**            One original of the written application shall be submitted. Applications shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted, in lieu of originals, however, offerors are **encouraged to submit electronic copies** of applications to facilitate agency responses to Freedom of Information Act requests. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. **DCJM-2015-H-0022** for Blanket Purchase Agreement for Personal Care Assistant." Providers' qualification packages may be submitted to DDS from **through 10:00 a.m. on September 30, 2015**. Since this is a non-competitive procurement process, Providers are encouraged to submit applications as early as possible throughout the period that the application is open rather than waiting to submit closer to the closing date.

**E.5**            **PROVIDER SUBMISSION FOR PREFERENCES**

**E.5.1**            Any Provider seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

**E.5.1.1**        Evidence of the Provider's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

**E.5.1.2**        Evidence of the Provider's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DCLBD.

**E.5.1.3**        Any Provider seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

- E.5.1.4** All Providers are encouraged to contact the DSLBD at (202)727-3900 if additional information is required on certification procedures and requirements.