
CONTRACTOR'S INSURANCE

Before commencing the work, and as a condition precedent to any payment, the Contractor shall purchase and maintain insurance in conformance with the provisions contained in this Exhibit. This insurance will provide a defense and indemnify The Government of the District of Columbia and Home Care Partners, but only with respect to liability for bodily injury, property damage and personal and advertising injury caused in whole or in part by the Contractor's acts or omissions or the acts or omissions of those acting on the Contractor's behalf.

Proof of this insurance shall be provided to Home Care Partners before the work commences, as set forth below. To the extent that the Contractor subcontracts with any other entity or individual to perform all or part of the Contractor's work, the Contractor shall require the other Sub-Contractors to furnish evidence of equivalent insurance coverage, in all respects, terms and conditions as set forth herein, prior to the commencement of work by the Sub-Contractor. In no event shall the failure to provide this proof, prior to the commencement of the work, be deemed a waiver by the Contractor of Contractor's or the Sub-Contractor's insurance obligations set forth herein.

In the event that the insurance company(ies) issuing the policy(ies) required by this exhibit deny coverage to Home Care Partners, the Contractor or the Sub-Contractor will, upon demand, defend and indemnify the Home Care Partners at the Contractor's or Sub-Contractor's expense.

Acts of Terrorism may not be excluded from any policy.

MINIMUM LIMITS OF LIABILITY

The Contractor must maintain the required insurance with a carrier rated A-:VIII or better by A. M. Best. The Contractor shall maintain at least the limits of liability as set forth below:

**Commercial General Liability Insurance:**
$1,000,000 Each Occurrence Limit (Bodily Injury and Property Damage) $2,000,000 General Aggregate
$2,000,000 Ongoing & /Completed Operations Aggregate
$1,000,000 Personal and Advertising Injury Limit

**Workers' Compensation and Employers' Liability Insurance:**
Statutory Benefits to comply with District of Columbia
$500,000 Each Accident
$500,000 Each Employee for Injury by Disease
$500,000 Aggregate for Injury by Disease

**Automobile Liability Insurance:**
Owned, hired, borrowed and non-owned auto coverage, including bodily injury and property damage per occurrence.
$1,000,000 Combined Single Limit

**Commercial Umbrella Insurance:**
$2,000,000 Each Occurrence
$2,000,000 Aggregate
This insurance must provide coverage in excess of the limits of employers’ liability, commercial general liability and business automobile liability. The policy must include coverage as broad as the primary insurance.

ADDITIONAL INSURED STATUS, WAIVER OF SUBROGATION AND CERTIFICATE OF INSURANCE

The Government of the District of Columbia and Home Care Partners, along with its respective officers, directors, agents and employees, shall be named as additional insureds for Ongoing Operations and Products/Completed Operations on the Contractor's and any Sub-Contractor's Commercial General Liability Policy and Automobile Liability, which must be primary and noncontributory with respect to the additional insureds. This insurance shall remain in effect as set forth below, in the "Continuation of Coverage" provision.

All required policies shall contain a waiver of subrogation provision in favor of The Government of the District of Columbia and Home Care Partners for all claims made against the District and/or Home Care Partners.

It is expressly understood by the parties to this Contract that it is the intent of the parties that any insurance obtained by Home Care Partners is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the Contractor, the Sub-Contractor or any of their respective consultants, officers, agents, contractors, employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.

Prior to commencement of work, Contractor shall submit a Certificate of Insurance in favor of The Government of the District of Columbia and Home Care Partners with an Additional Insured Endorsement with Waiver of Subrogation as required hereunder.

NO LIMITATION ON LIABILITY

With regard to any and all claims against the additional insured by any employee of the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

CANCELLATION, RENEWAL AND MODIFICATION

The Contractor shall maintain in effect all insurance coverages required under this Agreement at the Contractor's sole expense and with insurance companies acceptable to Home Care Partners until final completion and acceptance of the entirety of the Work; or longer if so provided in the Agreement such as with respect to completed operations coverage. All insurance policies shall be endorsed to provide at least 30 days prior written notice to Home Care Partners of cancellation, non-renewal and/or material change in any of the insurance provided. Certificates of insurance showing required coverage to be in force must be delivered to Home Care Partners prior to commencement of the Work. In the event the Contractor fails to obtain or maintain any insurance coverage required under this Agreement, this shall be considered a material breach of the contract, entitling Home Care Partners, at its sole discretion, to purchase such equivalent coverage as desired and charge the expense to the Contractor, or, in the alternative, exercise all remedies otherwise provided in the contract, or as permitted by law or equity.
Home Care Partners and Contractor hereby acknowledge that this Exhibit is considered a material term of the Contract.

On Behalf of the Contractor

Date:

On Behalf of Home Care Partners

Date:
Exhibit B: COVID-19 Safe at Home Client Acknowledgement Agreement

Safe at Home is dedicated to your safety and well-being. The information attached is the protocol that our staff and contractors are expected to adhere to for your safety. If anyone representing Safe at Home is not complying with these procedures, please call our office at 202 559-9954 or e-mail us at awaldrum@homecarepartners.org and we will resolve the situation. You may also report concerns to the Department of Aging and Community Living (DACL) directly at 202-724-5626.

If you do not feel comfortable with your safety due to the contractors not following proper procedures and social distancing protocols, you may ask the contractor to leave at any time.

Please sign below to allow staff and contractors to visit your home:

*I agree to allow Safe at Home staff and/or contractors to enter my home during the COVID 19 public health emergency. All staff and contractors will be wearing masks and following social distancing and safety procedures based upon CDC guidance and Safe at Home requirements.*

______________________________  ____________________________
Printed Name  Relationship to Client

______________________________  ____________________________
Signature  Date

______________________________
Address

______________________________
Phone Number
SAFE AT HOME CLIENT INFORMATION

During the home visit please adhere to the following procedures:

- You, and anyone else in the home, should wear a cloth face covering, if possible. The face covering should be put on before Safe at Home staff or contractor enters your home. If you do not have a face covering, the contractor and/or Safe at Home staff can provide one for you.
- Anyone who does not need to be in the same room as employee or contractor should be in separate room.
- Do not take any aerosol generating procedures (e.g., nebulizer treatments, BiPAP, CPAP) while Safe at Home staff or a contractor is in the home. If you must, it should be in a separate room with door closed and room with good ventilation (e.g., window opened).

After the installation of new equipment, the following are cleaning and disinfectant recommendations for high touch surfaces:

- If surfaces are dirty, they should be cleaned using a detergent or soap and water prior to disinfection
- Use 70% alcohol solution OR 1/3 cup of bleach to gallon of water OR commercially prepared disinfectant spray/wipes that are on the EPA List N as approved for use against the virus that causes Covid 19
  - Note bleach solution will be effective for disinfection up to 24 hours. Label each bottle of solution with the time and date to monitor 24 hour timeline.
- Follow commercially prepared disinfectant guidelines for proper use.
- If using bleach solution, leave the solution on the surface for at least 1 minute.
SAFE AT HOME
CONTRACTOR PROTOCOL FOR HOME VISITS

- If you or your staff is feeling ill, stay home.
- All contractors should wear masks, covering their mouth and nose during the time they are at the client’s home. Hand hygiene should be performed prior to putting on personal protective equipment (mask, gloves, etc). An alcohol based hand sanitizer with at least 60% alcohol can be used prior to putting on PPE and entering the client’s home.
- Avoid close contact with clients to protect both parties. Ask clients to please stay in another part of the house, if possible.
- All contractors must maintain a 6-feet distance from the client at all times.
- Wash hands **upon** entering the client’s house
  - Use water and soap, cover all surfaces of the hands for at least 20 seconds, dry with paper towels. These supplies should be brought with you.
  - Or, use alcohol-based hand sanitizer with at least 60% alcohol.
- Sneeze/cough into arm, do not remove face covering
- Wash hands **again**:
  - Before and after eating
  - Before and after putting on, touching, or removing facemask or cloth face coverings
  - Before and after services to each client
  - After handling client belongings
  - After blowing your nose, coughing, or sneezing, and
  - After using the restroom.
- Wipe down or spray any **shared and installed** item with disinfectant solution
  - If surfaces are dirty, they should be cleaned using a detergent or soap and water prior to disinfection
  - Use 70% alcohol solution OR 1/3 cup of bleach to gallon of water OR commercially prepared disinfectant spray/wipes that are on the EPA List N as approved for use against the virus that causes Covid 19
    - *Note bleach solution will be effective for disinfection up to 24 hours.*
    - *Label each bottle of solution with the time and date to monitor 24 hour timeline.*
  - Follow commercially prepared disinfectant guidelines for proper use.
  - If using bleach solution, leave the solution on the surface for at least 1 minute.
  - Spray or wipe down pens, tablets or phones prior to sharing
  - Spray or wipe down installed equipment and tools prior to leaving house
### Exhibit C: SCOPE OF WORK

<table>
<thead>
<tr>
<th>Equipment/adaptation</th>
<th>Price</th>
<th>Labor</th>
<th>Check</th>
</tr>
</thead>
<tbody>
<tr>
<td>To be implemented by Occupational Therapist:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total equipment cost:** $ - $ - $ - $ -

<table>
<thead>
<tr>
<th>To be implemented by DME Supplier:</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total DME cost:** $ - $ - $ - $ -

<table>
<thead>
<tr>
<th>To be implemented by Contractor:</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Contractor cost:** $ - $ - $ - $ -
I agree that I have been fully trained on the use of the installed equipment, am satisfied with adaptations and understand the warranties for labor and materials. I agree and acknowledge the changes to the original scope as noted above.

Client’s printed name
**UPDATED LIST of ITEMS ADDED AFTER OT FINAL VISIT**

Date:

<table>
<thead>
<tr>
<th>Equipment/adaptation</th>
<th>Price</th>
<th>Labor</th>
<th>Check</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>To be implemented by Occupational Therapist:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Amazon cost:</strong></td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>To be implemented by DME Supplier:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total DME cost:</strong></td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>To be implemented by Contractor:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Contractor cost:</strong></td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Total Overall Cost:</strong></td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
</tbody>
</table>
I agree that I have been fully trained on the use of the installed equipment, am satisfied with adaptations and understand the warranties for labor and materials. I agree and acknowledge the changes to the original scope as noted above.

Client’s printed name

Client’s signed name

Contractor/Installer’s printed name

Contractor/Installer’s signed name

Date
This Safe at Home General Contractor Agreement (this “Agreement”) is made and entered into between the general contractor, XXXXXXXXX, named on the signature page hereto (the “Contractor,” (a subcontractor to Home Care Partners) and Home Care Partners, Inc., a private non-profit agency ("Home Care Partners” or “HCP”).

WHEREAS, the D.C. Office on Aging and the Department of Home and Community Development have implemented the “Safe at Home” Program, managed and run by HCP, which offers eligible seniors and individuals with disabilities up to $6,000 in grant money to be used for home modifications necessary to prevent falls and reduce barriers to mobility (the “Program”);

WHEREAS, as part of the Program, HCP works with Occupational Therapists (each, an “OT”) who conduct home assessments for the individuals participating in the Program (each, a “Client”) and provide recommendations (the “Recommendations”) to mitigate each Client’s mobility barriers and risk of falls; and

WHEREAS, the Contractor (a subcontractor to Home Care Partners) and HCP have agreed that the Contractor (a subcontractor to Home Care Partners) will help implement the OT’s recommendations by providing durable medical equipment in the home of Clients referred to the Contractor (a subcontractor to Home Care Partners) by HCP.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, and other considerations, the receipt and sufficiency of which is hereby acknowledged, the Contractor (a subcontractor to Home Care Partners) and HCP agree as follows:

1. **Referral for Services.** HCP may, in its sole discretion, refer one or more Clients to the Contractor (a subcontractor to Home Care Partners) for the implementation of certain of the Recommendations. Following any such referral, the Contractor (a subcontractor to Home Care Partners) and HCP will negotiate in good faith to fill out the pricing portion of Section B of a Scope of Work, attached hereto as Attachment A (a “Scope of Work”), with respect to the Recommendations to be implemented for the Client.

2. **Provision of Services.** Following the execution of a Scope of Work by each of HCP, the Contractor (a subcontractor to Home Care Partners) and a Client, the Contractor (a subcontractor to Home Care Partners) shall deliver the equipment detailed in Section A of the Scope of Work (the “Services”); provided that the Client did not check the first box in Section D of the Scope of Work. In the event that the Contractor (a subcontractor to Home Care Partners) identifies any hidden conditions in a Client’s residence that, in the Contractor’s reasonable opinion, require additional labor or materials not covered by the applicable Scope of Work, the parties shall
negotiate in good faith to revise the applicable Scope of Work. The Contractor (a subcontractor to Home Care Partners) shall make all deliveries and perform all Services promptly and shall complete all Services prior to September 30, 2021. The Contractor (a subcontractor to Home Care Partners) shall notify HCP upon completion of the deliveries and Services for any Client. HCP and/or the OT who made the Recommendations shall review the Services after they have been completed by the Contractor. If requested by HCP or the OT who made the Recommendations, the Contractor (a subcontractor to Home Care Partners) shall be present for such review. If the Services were not completed to HCP’s or such OT’s reasonable satisfaction, the Contractor (a subcontractor to Home Care Partners) and HCP or the OT, as applicable, shall work in good faith to develop a plan for the Contractor (a subcontractor to Home Care Partners) to complete the Services to HCP’s and the OT’s reasonable satisfaction.

3. **Compensation.** HCP will pay the Contractor (a subcontractor to Home Care Partners) the amount set forth in Attachment A. In no event will HCP be responsible for payment for any equipment and work performed by the Contractor (a subcontractor to Home Care Partners) that was not included in the Equipment Supply Form. This constitutes the complete payment authorized under this Agreement. Except as set forth in the following sentence, the Contractor (a subcontractor to Home Care Partners) will deliver an invoice to HCP by the fifth (5th) day of the month following completion of any Services. Any invoice for work done in September 2021 must be submitted by September 19, 2021. HCP agrees to pay each timely, undisputed invoice in full within thirty (30) days of receipt.

Invoices should be sent via email to: Safe at Home at sahinvoices@homecarepartners.org and Tori Goldhammer at tgoldhammer@homecarepartners.org.

4. **Term and Termination.** This Agreement will terminate as of the later of (a) September 30, 2021 and (b) completion of the Services for all Clients and full settlement of all outstanding timely, undisputable invoices from the Contractor. If HCP elects to continue the Program after September 30, 2021, the Contractor (a subcontractor to Home Care Partners) and HCP may renew this agreement in a separate written agreement signed by each of the Contractor (a subcontractor to Home Care Partners) and HCP. Either party may terminate this agreement with respect to any Client or all Clients for any reason by giving ten (10) days written notice to the other party. HCP may terminate this agreement with respect to any Client or all Clients without advance written notice for any reason or no reason, including if HCP determines that termination is necessary for the health and safety of any person or for the integrity of the program. Sections 3 (solely with respect to payments for equipment and Services completed through the date of termination) and 5 through 10 shall survive termination of this Agreement.

5. **Representations of Contractor.** The Contractor (a subcontractor to Home Care Partners) represents that he or she is licensed as a general contractor by the DC government. Prior to executing this agreement, the Contractor (a subcontractor to Home Care Partners) has provided HCP with a copy of his or her license.
6. **Covenants of Contractor.**

   a. The Contractor (a subcontractor to Home Care Partners) will maintain his or her general contractor license with the DC government during the term of this Agreement. If the Contractor’s license expires during the term of this Agreement, the Contractor (a subcontractor to Home Care Partners) will provide a copy of its renewal license prior to any additional Client referrals being made by HCP.

   b. The Contractor (a subcontractor to Home Care Partners) will maintain a surety bond in compliance with the DCRA requirements through the term of this Agreement.

   c. The Contractor (a subcontractor to Home Care Partners) will designate HCP as a third party in its liability insurance policy and provide HCP with evidence of the foregoing. The Contractor (a subcontractor to Home Care Partners) will comply with insurance specified in the **Exhibit E** (“Insurance Provisions”) and provide HCP with evidence of the foregoing.

   d. The Contractor (a subcontractor to Home Care Partners) will obtain any permits necessary the Services for each Client.

   e. The Contractor (a subcontractor to Home Care Partners) will perform the Services in strict accordance with currently approved and accepted methods and practices in the home improvement Contractor (a subcontractor to Home Care Partners) profession. Further, the Contractor (a subcontractor to Home Care Partners) will perform the Services in a professional, timely and competent manner and in accordance with all applicable laws and regulations.

7. **Safety and Clean-Up.** Home Care Partners makes no representation with respect to the physical conditions or safety of any Project Site. The Contractor (a subcontractor to Home Care Partners) shall, at its own expense, preserve and protect from injury its employees engaged in the performance of the Work and all property and persons which may be affected by its operations in performing the Work. The prevention of accidents to workers engaged in the Work and others affected by the Work is the responsibility of the Contractor. Contractor (a subcontractor to Home Care Partners) shall comply with all federal, state, labor and local laws, regulations and codes concerning safety as shall be applicable to the Work. Contractor (a subcontractor to Home Care Partners) shall clean up the areas used by it on a daily basis.

8. **Audit.** The Contractor (a subcontractor to Home Care Partners) shall deliver to HCP all documentation regarding a Client promptly following the earlier of (a) completion of the Services for such Client or (b) termination of this Agreement. The Contractor (a subcontractor to Home Care Partners) shall retain a copy of all such documentation for a period of six (6) years.
following the termination of this Agreement. The Contractor (a subcontractor to Home Care Partners) shall make such documentation available for review and audit to HCP and its assignees at any time during such period.

9. **Limitation of Liability; Indemnification.** Neither HCP nor any of its affiliates, directors, officers, employees or representatives will have any liability to the Client or any other person for any claims, losses, expenses, injuries or damages arising out of or in any way related to any Client’s or the Contractor’s participation in the Program or any services provided by the Contractor (a subcontractor to Home Care Partners) or another other person as part of the Program. The Contractor (a subcontractor to Home Care Partners) agrees to indemnify HCP and all of its officers, directors and employees from any and all claims, causes of action, damages, liabilities, suits and costs (including reasonable attorneys’ fees) relating to or arising from, directly or indirectly (a) the Contractor’s participation in the Safe at Home Program and (b) the Services provided by the Contractor.

10. **Independent Contractor.** The Contractor (a subcontractor to Home Care Partners) is providing the Services hereunder as an independent contractor and nothing herein shall be deemed to create an employer/employee relationship between HCP and Contractor.

11. **Amendment.** This Agreement may be amended or modified only by written instrument executed by all parties hereto.

12. **Governing Law.** This Agreement shall be construed, interpreted and enforced according to the laws of the District of Columbia, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any laws of any jurisdiction other than the District of Columbia.

In witness thereof, the parties hereto have executed this Safe at Home General Contractor (a subcontractor to Home Care Partners) Agreement as of the day and year set forth below.

**CONTRACTOR:** XXXXXXXXX

______________________________  ______________________________
Signature of Contractor  Date

**HOME CARE PARTNERS:**

By: ______________________________  ______________________________
Marla Lahat, Executive Director  Date
Attachment A

Safe at Home – Scope of Work

Client’s Name:
Address:
Date:
Contact:

A. To be implemented by Occupational Therapist:

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total $0.00

B. To be implemented by DME Supplier:

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total $0.00
C. To Be Implemented by Contractor:

<table>
<thead>
<tr>
<th>Adaptation or Equipment</th>
<th>Cost</th>
<th>Labor</th>
<th>Check</th>
</tr>
</thead>
</table>

Total: $0.00  $0.00  $0.00
D.  TOTAL EQUIPMENT: $

E.  TOTAL CONTRACTOR: $

F.  GRAND TOTAL: $


<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
<th>Labor</th>
<th>Second Visit Check</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
</tbody>
</table>

The above adaptations and equipment were recommended by an Occupational Therapist, then reviewed and discussed by Home Care Partners and the Client (HCP). The Safe at Home Program is responsible for payment of the work listed above and will not pay over such maximum. The Safe at Home Program will receive the invoice directly from the contractor and will make payment directly to the contractor.

HCP shall not pay for any equipment, labor or services that either (i) fall outside of the agreed upon scope of work that has been recommended by the OT or (ii) exceed the scope for preventative adaptations. Following the completion of the agreed upon work between the Client and the Contractor, the Client acknowledges and agrees that neither HCP, the OT nor the D.C. Office on Aging shall be responsible or liable for, or otherwise have any involvement in, any repair, removal or other issue related to or resulting from the adaptations to the Property or the equipment provided through the Program. All such responsibility, as well as any potential resulting costs, will be solely borne by the Client.

Please sign below to indicate your agreement for the home adaptations and equipment in the table above and, if applicable, selection of action regarding recommendations that exceed the amount of the grant available to you.
Client Signature: __SAMPLE________________ Date:

________________________

Contractor Signature: _____ SAMPLE_________ Date: _______________

HOME CARE PARTNERS
By: ____ SAMPLE ____________________________ Date: _______________
Marla Lahat, Executive Director
<table>
<thead>
<tr>
<th>Adaptation or Equipment</th>
<th>Declined</th>
<th>Unsafe/Didn’t Fit</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Other Recommendations

I agree that I have been fully trained on the use of the installed equipment, am satisfied with adaptations and understand the warranties for labor and materials. I agree and acknowledge the changes to the original scope as noted above.

___ SAMPLE ____________________________ ______________________
Client’s printed name Date

___ SAMPLE ____________________________
Client’s signed name

___ SAMPLE ____________________________ ______________________
Contractor/Installer’s printed name Date

___ SAMPLE ____________________________
Contractor/Installer’s signed name
Date:

Additional Items to be Installed

<table>
<thead>
<tr>
<th>Adaptation or Equipment</th>
<th>Price</th>
<th>Labor Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$0.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

I agree that I have been fully trained on the use of the installed equipment, am satisfied with adaptations and understand the warranties for labor and materials. I agree and acknowledge the changes to the original scope as noted above.

SAMPLE_________________________________________ Sample
Client’s printed name Date

SAMPLE_________________________________________ Sample
Client’s signed name

SAMPLE_________________________________________ Sample
Contractor/Installer’s printed name Date

SAMPLE_________________________________________ Sample
Contractor/Installer’s signed name
Exhibit E: HIPAA Business Associate Agreement

This agreement is made between Home Care Partners, Inc., 1234 Massachusetts Avenue, NW, Ste. C-1002, Washington, DC 20005, and ____________, (hereinafter referred to as “Business Associate”), to comply with the Health Insurance Portability and Accountability Act (HIPAA).

Definitions

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103.

(b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Home Care Partners.


Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to Home Care Partners any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware within 2 business days of becoming aware of such disclosure;

(d) Business associate shall refer to Home Care Partners any requests for protected health information or for amendment to records made under its contract with Home Care Partners within 2 business days of any such request.

(e) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity’s obligations under 45 CFR 164.526;

(f) Maintain and make available the information required to provide an accounting of disclosures to Home Care Partners as necessary to satisfy covered entity’s obligations under 45 CFR 164.528;

(g) To the extent the business associate is to carry out one or more of covered entity’s obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

(h) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.
Permitted Uses and Disclosures by Business Associate

(a) Business associate may only use or disclose protected health information for the purposes of carrying out the contractual work between Home Care Partners and Business Associate.

(b) Business associate may use or disclose protected health information as required by law.

(c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity’s minimum necessary policies and procedures.

(d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity except for the specific uses and disclosures set forth below.

(e) Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate, consistent with HIPAA.

Term and Termination

(a) Term. The Term of this Agreement shall be effective as of the date of execution of this Agreement and shall terminate on termination of the contract between Home Care Partners and Business Associate or on the date covered entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement and business associate has not cured the breach or ended the violation within the time specified by covered entity.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

1. Retain only that protected health information 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 protected health information that the business associate still maintains in any form;

3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;

4. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraph (e) above under “Permitted Uses and Disclosures By 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.

(d) Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.
Exhibit F: Home Adaptation Agreement

Client Name: ______________________

This Home Adaptation Agreement (this “Agreement”) is made and entered into between the general contractor named on the signature page hereto (the “Contractor”) and the resident of the Property named on the signature page hereto (the “Resident”). The “Property” shall refer to the residence located at the address provided on the Scope of Work, attached hereto as Attachment A.

WHEREAS, the Department on Aging and Community Living “Safe at Home” Program (the “Program”), operated by Home Care Partners, Inc. (“HCP”), provides preventative adaptations to reduce the risk of falls in the homes of qualifying seniors and adults with disabilities.

WHEREAS, the Resident has been approved to participate in the Program and, in connection with such participation, has undergone a falls risk assessment with the Occupational Therapist (OT), who has recommended certain home adaptations for the Resident, as set forth in the Scope of Work; and

WHEREAS, HCP has referred the Resident to the Contractor for the implementation of the home adaptations described in the Scope of Work (the “adaptations”) in accordance with the terms of the Safe at Home General Contract Agreement, by and between Contractor and HCP (the “GC Agreement”) and the terms hereof.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, and other considerations, the receipt and sufficiency of which is hereby acknowledged, the Contractor and the Resident agree as follows:

1. **Services.** The Contractor shall make the adaptations to the Property. The Contractor will furnish all the labor, materials and equipment necessary to complete the adaptations.

2. **Change Orders.** Any changes to the adaptations, including those changes that do not result in an increase in cost, must be in writing and signed by the Contractor, the Resident and HCP.
3. **Permits, Licenses, and Approvals.** The Contractor will obtain and pay for local building and construction permits that are necessary for the adaptations, if any, except as otherwise provided in this contract. **The Resident will be responsible for**

securing any easements, variances, zoning changes, necessary adaptations of restrictive covenants, or other actions that are necessary for the adaptations. If the Resident is not the owner of the Property, or otherwise requires permission from another person or entity prior to making the adaptations to the Property, the Resident will assist in obtaining the homeowner’s consent to the adaptations in accordance with the Program’s terms.

4. **Insurance.** While the Contractor is performing the adaptations hereunder, the Contractor agrees to maintain the customary level of workers’ compensation insurance, general liability insurance and property damage insurance for jobs of this type. Prior to beginning the adaptations, the Contractor will furnish a certificate of such insurance to the Resident and the owner of the Property, if such person or entity so requires.

5. **Access.** The Resident will use his or her reasonable best efforts to provide unimpeded access to work areas for the Contractor and, if necessary, to provide areas for the storage of materials and debris. The Contractor will use his or her reasonable best efforts to protect shared common areas, driveways, lawns, shrubs, and other vegetation.

6. **Site Conditions.** The Resident acknowledges that the Scope of Work was agreed upon based on the Contractor’s observation of conditions. Conditions which could not be known by a reasonable inspection, such as termite damage, hidden water damage, hidden code violations, or other concealed conditions, may require extra labor or materials, which are not part of this Agreement or the Scope of Work. If any such hidden conditions are discovered, the Contractor will promptly notify HCP and the Resident, and all such parties will negotiate in good faith to enter into a revised Scope of Work that addresses such conditions.
7. **Final Inspections.** In accordance with Section 2 of the GC Agreement, upon the completion of the adaptations, the Contractor shall notify HCP, at which point, either HCP and/or the OT shall make arrangements to review the adaptations. If requested by HCP or the OT, the Contractor shall be present for such review. If the adaptations were not completed to HCP’s or the OT’s reasonable satisfaction, Contractor and HCP or the OT, as applicable, shall work in good faith to develop a plan for the Contractor to complete the adaptations to HCP’s and the OT’s reasonable satisfaction.

8. **Invoicing and Payment.** Once the adaptations have been completed to the reasonable satisfaction of HCP and/or the OT, the Contractor will deliver an invoice to HCP in accordance with the terms provided for in Section 3 of the GC Agreement. In no event will HCP or the Resident be responsible for payment for and the Contractor shall not invoice for, any work or materials falling outside the Scope of Work, as it may be amended in accordance with Paragraph 2 of this Agreement.

9. **Representations and Warranties.** The Contractor represents that he or she is a licensed Home Improvement Contractor by the D.C. Department of Consumer and Regulatory Affairs. The Contractor shall perform the adaptations in strict accordance with currently approved and accepted methods and practices in the home improvement contractor profession. Further, the Contractor shall perform the adaptations in a professional, timely and competent manner and in accordance with all applicable laws and regulations. The Contractor hereby warrants that the adaptations will be free of defects in material and workmanship for a period of one (1) year from the date on which the adaptations are completed. The Contractor shall maintain any manufacturer’s warranties for equipment installed as part of the adaptations for a period of one (1) year from the date on which the adaptations are completed. The Contractor further warrants that he or she will repair, correct or replace, at no cost to the Resident, any instances of defective workmanship or materials or deficiencies, subject to the manufacturers’ warranties. The Contractor’s liability is subject to the specific items set forth above and does not extend to the following: (a) loss or damage caused by any installation of equipment or adaptations performed by HCP or the OT or materials provided by HCP or the OT, (b) loss or damage from normal wear and tear, (c) loss or damage due to a failure to properly maintain the adaptations or alteration of the adaptations by any person other than the Contractor or (d) loss or damage due to acts of God.
10. **Amendment.** This Agreement may be amended or modified only by written instrument executed by all parties hereto.

11. **Governing Law.** This Agreement shall be construed, interpreted and enforced according to the laws of the District of Columbia, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any laws of any jurisdiction other than the District of Columbia.
Safe at Home – Scope of Work

The adaptations and equipment listed on the attached “Scope of Work” were recommended by an Occupational Therapist (OT), then reviewed and discussed by Home Care Partners and the Client (HCP). The Safe at Home Program is responsible for payment of the work listed above and will not pay over such maximum. The Safe at Home Program will receive the invoice directly from the contractor and will make payment directly to the contractor.

HCP shall not pay for any equipment, labor or services that either (i) fall outside of the agreed upon scope of work that has been recommended by the OT or (ii) exceed the scope for preventative adaptations. Following the completion of the agreed upon work between the Client and the Contractor, the Client acknowledges and agrees that neither HCP, the OT nor the Department of Aging and Community Living shall be responsible or liable for, or otherwise have any involvement in, any repair, removal or other issue related to or resulting from the adaptations to the Property or the equipment provided through the Program. All such responsibility, as well as any potential resulting costs, will be solely borne by the Client.

Your signature below indicates your agreement for the home adaptations and equipment.

In witness thereof, the parties hereto have executed this “Safe at Home” Home Adaptation Agreement and agreed to the attached Scope of Work as of the day and year set forth below.

__________________________________________
Printed Name of the Business

__________________________________________
Printed Name of Installer

__________________________________________
Signature of the Installer

Phone Number

Date
HOME CARE PARTNERS

By: ____________________________
Marla Lahat, Executive Director

Printed Name of the Resident

Signature of the Resident or Representative

Date

If you are signing on behalf of the client, please complete the section below:

I, _____________________________________________________am signing this form on behalf of (Name)

(Name of Client)

My relationship to this person is:

_____Power of Attorney; _____Guardian; _____Spouse; _____Parent;
____Child; _____Other (Please specify) ________________________