

HUMAN CARE AGREEMENT

1. Human Care Agreement Number Doc649309	2. Date of Award	3a. Date Solicitation Issued 3/6/2023	3b. Date Solicitation Closes 3/25/2023
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4. Issued by: Office of Contracting and Procurement On Behalf of Department on Disability Services 250 E Street SW Washington, DC 20024	5. Administered by: Department on Disability Services Rehabilitation Services Administration (RSA) 250 E Street SW Washington, DC 20024 202-442-8400 Fax 202-442-8725
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6. NAME AND ADDRESS OF PROVIDER/CONTRACTOR *(No. Street, county, state and ZIP Code)*

Telephone: _____ E-Mail: _____

7. PROVIDER/CONTRACTOR SHALL SUBMIT ALL INVOICES TO: See Section G.3 Invoice Submittal	8. DISTRICT SHALL SEND ALL PAYMENTS TO: Address in Block 6.
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9. DESCRIPTION OF HUMAN CARE SERVICE AND RATE COST

LINE ITEM	NIGP CODE	BRIEF DESCRIPTION OF HUMAN CARE SERVICE	QUANTITY OF SERVICE REQUIRED	TOTAL SERVICE UNITS	SERVICE RATE	TOTAL AMOUNT
0001		Vocational Services-	See Individual Task Orders	See Individual Task Orders	SEE SECTION B	See Individual Task Orders
GRAND TOTAL						\$

10. APPROPRIATION DATA AND FINANCIAL CERTIFICATION

TO BE CITED ON EACH TASK ORDER

11. PERIOD OF HUMAN CARE AGREEMENT

Starting Date: See Block 2	Ending Date: One year after date of award
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HUMAN CARE AGREEMENT SIGNATURES

Pursuant to the authority provided in DC Law 13-155, this HUMAN CARE AGREEMENT is being entered into between the Provider/Contractor specified in block 6 of this document. The Provider/Contractor is required to sign and return two signed copies of this document to the Contracting Officer of the Issuing Office stated in block 4 of page 1 of this document. The Contractor further agrees to furnish and deliver all items or perform all the services set forth or otherwise identified within this Human Care Agreement and on any continuation sheets or appendices for the consideration stated herein. The rights and obligations of the parties to this Human Care Agreement shall be subject to and governed by the following documents: (a) this Human Care Agreement, (b) the Standard Contract Provisions For Use with District of Columbia Government Supply and Services Contracts, dated July 2010; (c) Any other provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. This Human Care Agreement between the signatories to this document constitutes the entire agreement of the parties.

12. FOR THE PROVIDER/ CONTRACTOR		13. FOR THE DISTRICT OF COLUMBIA	
A. Name and Title of Signer <i>(Type or print)</i>		A. Name of Contracting Officer <i>(Type or print)</i> Derrick Edwards	
B. Authorized Signature of the Provider/Contractor:	C. DATE	B. Signature of Contracting Officer:	C. DATE
		(Base Year)	

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

- B.1** The government of the District of Columbia Office of Contracting and Procurement, on behalf of the Department on Disability Services (DDS), Rehabilitation Services Administration (RSA) (**District**) is seeking to pre-qualify service providers to provide District persons with disabilities with one (1) or more of the following vocational rehabilitation (VR) services covered by this human care agreement (HCA) Request for Qualification (RFQ):
- B.1.1** Benefits Planning,
 - B.1.2** Job Placement, including Job Stabilization and Closure
 - B.1.3** Supported Employment, including Discovery Assessment, Customized Employment and Job Coaching,
 - B.1.4** Support Service Provider,
 - B.1.5** Job Readiness Training to include Pre-Employment Transition Services (pre-ETS) and
 - B.1.6** Trial Work
- B.2** The contract line items numbers (CLIN) that the service provider is determined technically qualified to deliver are indicated on page one, Block 9, Description of Human Care Service.
- B.3** The service provider must submit a technical description for each service for which it is applying.
- B.4** A determination of “Qualification” does not guarantee that an HCA will be awarded. The District contemplates the award of multiple HCAs to fulfill the requirement for informed choice of the persons with disabilities. A determination of “Qualified” is valid for a period of three years and does not require the service provider to re-apply if a person selects a qualified service during the three-year period.
- B.5** The service provider must submit a new application for technical evaluation to add services to its list of approved services.
- B.6** Pursuant to the Human Care Agreement Amendment Act of 2000, effective (D.C. Law 13-155, amending D.C. Official Code, Sections, 2-301.07, 2-303.02, 2-303.04(g), 2-303.06(a), the HCA is not a commitment to purchase any quantity of a particular service covered under the agreement. The District is obligated only to the extent that authorized purchases are made pursuant an awarded HCA by written authorization(s).
- B.7** The service provider shall provide services under the HCA when a purchase order with sufficient funding to cover the cost of the requested services has been issued and an HCA is awarded.
- B.8** **PRICE STRUCTURE:**
- B.8.1** The HCA is a fee for service arrangement based on fixed prices and rates for services rendered only.
 - B.8.2** The service provider shall invoice for referrals that were accepted or where direct service was provided.

- B.8.3** The service provider shall deliver services in accordance with Section C as specified herein or in the service provider’s proposed program description that is accepted by the District and at the prices as set forth on the DDS website at <https://dds.dc.gov/node/1587566> upon award of the HCA in response to this HCA application.
- B.8.4** Rates for services not set forth on the DDS website rendered to the District, shall be a fee for service negotiated rate utilizing the Additional Vocational Rehabilitation Services units and rates as the basis; and shall not exceed the service provider’s rates charged to the service provider’s most preferable customers.

CLIN	DESCRIPTION	Section C Requirement
0001	Benefits Planning	C.5.4.1
0001A	Benefits Planning Report	C.5.4.1.3
0001B	Benefit Employment Management Report	C.5.4.1.4
0001C	Student Earned Income Exclusion submission and approval	C.5.4.1.5.1
0001D	Blind Work Expense request form submission and approval	C.5.4.1.5.3
0001E	Impairment-Related Work Expense request form submission and approval	C.5.4.1.5.4
0001F	Plan For Achieving Self-Support request form submission	C.5.4.1.5.6
0001G	Plan For Achieving Self-Support request form approval	C.5.4.1.5.6
0001H	Expedited Reinstatement request submission	C.5.4.1.5.8
0001I	Benefits Summary and Analysis Report for Life Changing Events	C.5.4.1.3
0002	Job Placement	C.5.4.6
0002A	Intake and Assessment	C.5.4.4.1.1
0002A1	Intake and Summary Assessment Report	C.5.4.4.1
0002A2	Person-Centered Employment Plan	C.5.4.4.1.4
0002B	Job Development	C.5.4.5
0002B1	Job Development Progress Report	C.5.4.5.13
0002C	Placement	C.5.4.6

0002C1	Placement Information Report	C.5.4.6.2.4
0002C2	Job Stabilization Progress Report	C.5.4.7.7
0002C3	Job Stabilization Closure Report	C.5.4.7.8
0003	Supported Employment	C.5.4.4
0003A	Intake and Assessment	C.5.4.4.1.1
0003A1	Intake and Summary Assessment Report	C.5.4.4.1
0003A2	Person-Centered Employment Plan	C.5.4.4.1.4
0003B	Job Development	C.5.4.5
0003B1	Job Development Progress Report	C.5.4.5.13
0003B2	Job Development Progress Report Using Customized Employment Strategy	C.5.4.8.21.2
0003C	Placement	C.5.4.4
0003C1	Initial Placement Report	C.5.4.6.2.4
0004	Additional Vocational Rehabilitation Services	C.5.4.9
0004A	Discovery Assessment	C.5.4.9.1
0004A1	Positive Personal Profile	C.5.4.9.1.6.2
0004A2	Customized Employment	C.5.4.9.2
0004B	Job Coaching	C.5.4.6.1
0004C	Support Service Provider	C.5.4.9.3
0004D	Trial Work	C.5.4.2
0004E	Job Readiness Training, formerly known as Work Adjustment Training	C.5.4.3
0004E1	Job Readiness 1: Soft Skills Training Development	C.5.4.3.2
0004E2	Job Readiness 2: Transitional Work Experience	C.5.4.3.5

Option year (OY) CLINs shall be represented by changing the first digit of the CLIN to correspond to the OY period.

B.9 COMPLIANCE WITH SERVICE RATES

B.9.1 All human care services shall be provided, and the District shall only pay, in accordance with the service fees set forth on the DDS Website at <https://dds.dc.gov/node/1587566>, upon acceptance of deliverable as required.

B.9.2 The service provider shall reimburse the District for the amount of any overpayment.

B.10 TAX COMPLIANCE CERTIFICATION

In signing and submitting this HCA request for qualifications (RFQ), the service provider certifies, attests, agrees, and acknowledges it is in compliance with all applicable tax requirements of the District of Columbia and shall maintain that compliance for the duration of the qualification period.

B.11 DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS SET-ASIDE MARKET ONLY

B.11.1 NONPROFIT FAIR COMPENSATION ACT OF 2020, D.C. Code § 2-222.01 *et seq.*

Nonprofit organizations, as defined in the Act, shall include in their rates the indirect costs incurred in provision of goods or performance of services under this contract pursuant to the nonprofit organization's unexpired Negotiated Indirect Cost Rate Agreement (NICRA). If a nonprofit organization does not have an unexpired NICRA, the nonprofit organization may elect to instead include in its rates its indirect costs:

- (1) As calculated using a *de minimis* rate of 10% of all direct costs under this contract;
- (2) By negotiating a new percentage indirect cost rate with the awarding agency;
- (3) As calculated with the same percentage indirect cost rate as the nonprofit organization negotiated with any District agency within the past 2 years; however, a nonprofit organization may request to renegotiate indirect costs rates in accordance with B.X.2; or
- (4) As calculated with a percentage rate and base amount, determined by a certified public accountant, as defined in the Act, using the nonprofit organization's audited financial statements from the immediately preceding fiscal year, pursuant to the OMB Uniform Guidance, and certified in writing by the certified public accountant.

B.11.2 If this contract is funded by a federal agency, indirect costs shall be consistent with the requirements for pass-through entities in 2 C.F.R. § 200.331, or any successor regulations.

B.11.3 The Contractor shall pay its subcontractors which are nonprofit organizations the same indirect cost rates as the nonprofit organization subcontractors would have received as a prime contractor.

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SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

C.1.1 The District’s goal is to provide vocational rehabilitation (VR) services to persons that have impediments to securing competitive employment due to diagnosis of mental or physical disabilities. Service providers are tasked with providing supports to individuals that will allow the person to obtain and maintain economic self-sufficiency and independence that results in gainful employment. The District is seeking service providers to deliver the services listed in section B to meet the District’s goal. Approximately 1,000 people are referred to receive one or more of the services covered by this HCA annually.

C.1.2 Subject to the availability of funds, the District may purchase, and the service provider shall provide the HCA services in the manner specified in section C.5.

C.2 APPLICABLE DOCUMENTS:

C.2.1 The following documents are applicable to this procurement and are hereby incorporated by this reference:

C.2.2 As a condition of the District’s determination of qualification to perform under the HCA, the service 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 service provider under the terms of the HCA.

Item Number	Document Type	Title	Date	Document Location
1	Workforce Innovation and Opportunity Act	P.L. 113-128	2014	https://www.congress.gov/113/bills/hr803/BI-LLS-113hr803enr.pdf
2	Americans with Disabilities Act as Amended	P.L. 101-336	1990	http://www.ada.gov/
3	Ticket to Work and Work Incentives Improvement Act	P.L. 106-170	1999	http://www.ssa.gov/legislation/legis_bulletin_120399.html
4	Department of Mental Health Establishment Act	D.C. Law 14-56; D.C. Official Code §§ 7-1131.04 and 7-1131.05 (2008 Repl.)	2001	https://development.council.de.dccouncil.us/us/dc/council/code/sections/7-1131.04

5	Mayor's DC Language Access Act		2004	https://ohr.dc.gov/service/know-your-rights-language-access
6	Registry of Interpreters for the Deaf Certification	Code of Professional Conduct	2005	http://www.rid.org/
7	Requirement for Background Check to work with minor or vulnerable population	42 U.S. Code § 13041 45 CFR Parts 2510, 2522, 2540, 2551, and 2552 D.C. Code § 4-1501.06	2011	http://www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl
8	34 CFR 361 34 CFR 363	34 CFR 361 and 363 et seq.		http://www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl
9	DC DDS/RSA Policy	DCL-20-02 RSA-17 Form - 081420		http://dds.dc.gov/page/policies-and-procedures-rsa
10	RSA Rates			RSA Rates / PAYMENT FOR REHABILITATION SERVICES

C.2.3 The service provider shall inform the contract administrator of its inability to maintain compliance with applicable documents identified in Section C.2.

C.2.4 The service provider shall inform the contracting officer immediately of its inability to maintain compliance with applicable procurement laws and standards of responsibility to include compliance with the Office of Tax and Revenue City-Wide Clean Hands system, basic business license, evidence of fiscal responsibility and insurance requirements listed in Section I.8.

C.3 **DEFINITIONS**

These terms when used in this HCA have the following meanings:

C.3.1 **Applicant:** An individual who submits an application for VR services; has signed an agency application form; or has completed a common intake application form in a One-Stop center requesting VR services; or has other wise requested services from VR.

- C.3.2 Assistive Technology/Device:** means any item, piece of equipment, or product system that is used to increase, maintain, or improve the functional capabilities of an individual with a disability.
- C.3.3 Benefit Employment Management Report:** A report detailing the desired employment outcome of the person with a disability, the steps needed to achieve that outcome, and the person responsible for the completion of each step.
- C.3.4 Benefits Planning and Consultation:** Assistance provided to the person who is interested in becoming employed but is uncertain about the impact of work income on any disability benefits and entitlements being received and/or may not be aware of benefits, such as access to healthcare, that might be available to support any work attempt. This typically involves an analysis of an individual's current benefits, such as Supplemental Security Income (SSI) and Social Security Disability Insurance (SSDI), the individual's financial situation, and what effect different income level from work will have on the individual's future financial situation. This assistance is intended to give the individual an opportunity to make an informed choice regarding the pursuit of employment. Ongoing assistance may also be provided as the individual decides upon employment goals, searches for jobs, and obtains employment (As cited in C.2; DC DDS/RSA Policy, Policy Directive DCL-20-02 RSA-17 Form - 081420).
- C.3.5 Benefits Summary and Analysis:** A report discussing in-depth research, analysis, and technical assistance about SSI benefits, SSDI benefits and other public programs and work incentives that align with the unique circumstances and work goals of the person with a disability.
- C.3.6 Benefits Summary and Analysis Report for Life Changing Events:** A report for a person with a disability that summarizes the current Social Security benefits the person with a disability receives, analyzes how employment may affect the person's benefits, lists issues with benefits unrelated to employment, and lists employment services and supports the person may need. A live changing event shall have a meaning consistent with 20 C.F.R. § 418.1205.
- C.3.7 Blind Work Expense request form submission and approval:** The submission request form to the Social Security Administration (SSA) that is documented in the Benefit Employment Management Report and submitted by a person who receives SSI benefits and who is blind, and approval of that submission by SSA. Blind Work Expense shall have a meaning consistent with 20 C.F.R. § 418.3325.
- C.3.8 Case Management:** The administration of activities aimed at linking community resources to a person the assessment of individual needs, development and periodic evaluation of individualized plan and coordination of the various system components in order to achieve a successful outcome.
- C.3.9 Competitive Integrated Employment:** Work that is performed on a full-time or part-time basis (including self-employment)- "(A) for which an individual- "(i) is compensated at a rate that - "(I)(aa) shall be not less than the higher of the rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C.206(a)(1)) or the rate specified in the applicable State or local minimum wage law; and "(bb) is not less than the customary rate paid by the employer for the same or similar work performed by

other employees who are not individuals with disabilities, and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills; or “(II) in the case of an individual who is self-employed, yields an income that is comparable to the income received by other individuals who are not individuals with disabilities, and who are self-employed in similar occupations or on similar tasks and who have similar training, experience, and skills; and “(ii) is eligible for the level of benefits provided to other employees; “(B) that is at a location typically found in the community and where the employee with a disability interacts with the purpose of performing the duties of the position with other employees within the particular work unit and the entire work site, and, as appropriate to the work performed, other persons (e.g. customers and vendors) who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that individuals who are not individuals with disabilities and who are in comparable positions interact with other persons; and H. R. 803—210 “(C) presents opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions.” (As cited in WIOA Section 3. Definition)

- C.3.10 Customized Employment:** competitive integrated employment, for an individual with a significant disability, that is based on an individualized determination of the strengths, needs, and interests of the individual with a significant disability, is designed to meet the specific abilities of the individual with a significant disability and the business needs of the employer, and is carried out through flexible strategies, such as “(A) job exploration by the individual; “(B) working with an employer to facilitate placement, including “(i) customizing a job description based on current employer needs or on previously unidentified and unmet employer needs; “(ii) developing a set of job duties, a work schedule and job arrangement, and specifics of supervision (including performance evaluation and review), and determining a job location; “(iii) representation by a professional chosen by the individual, or self-representation of the individual, in working with an employer to facilitate placement; and “(iv) providing services and supports at the job location.” (As cited in WIOA Section I (b) Section 3. Definitions)
- C.3.11 Discovery Assessment:** An intensive person-centered assessment conducted in a person’s natural environment by the person’s support team utilized to discover the person’s interests, talents, skills and knowledge, learning styles, positive personality traits, temperaments in different settings, experiences, support systems, needs and specific challenges, accommodation requirements for different settings and activities, and dislikes, which all serve as a guide for customizing employment.
- C.3.12 District Purchase authorization form:** Agreement given to a service provider denoting services to be rendered at the price not to exceed the amount shown in the written referral/District purchase authorization form generated from the District Case Management System, which allows the service provider to bill for those services.
- C.3.13 Employment Goal:** a planned goal that reflects the individual's interests and informed choice to the extent that those factors are consistent with the individual's strengths, resources, priorities, concerns, abilities, and capabilities (as cited in RSA PD 97-04).
- C.3.14 Employment Outcome:** Entering, advancing in, or retaining full-time or, if appropriate,

- part-time competitive integrated employment: (including customized employment, supported employment, self-employment, telecommuting, or business ownership) that is consistent with an individual's unique strengths, resources, priorities, concerns, abilities, capabilities, interest, and informed choice.
- C.3.15 Employment Specialist(s):** Person hired by a community rehabilitation service provider to assist a person with a disability to obtain and maintain a competitive integrated employment and to deliver specialized on-site training to assist a person with a disability in learning and performing the job and adjusting to the work environment. These professionals assess the needs or characteristics of the person being served to job requisites and determine the person's strengths, skills, abilities, preferences and support needs. Position title may also be known by different titles by different organizations such as community resource specialist or job coach.
- C.3.16 Expedited Reinstatement request submission:** A request to SSA made by a person with a disability who was receiving SSDI benefits or SSI benefits, became disqualified for continued benefits because of earnings from work, and later becomes unable to work because of the disability. Expedited Reinstatement shall have a meaning consistent with 20 C.F.R. § 404.1592b.
- C.3.17 Extended Services:** Ongoing support services and other appropriate services that are needed to support and maintain an individual with a most significant disability including a youth (see definition C.3.59) with a most significant disability, in supported employment; (B) organized or made available, singly or in combination, in such a way as to assist an eligible individual in maintaining supported employment; (C) based on the needs of an eligible individual, as specified in the individualized plan for employment; are (D) provided by a state agency, a private nonprofit organization, employer, or any other appropriate resource, after an individual has made a transition from support from the designated state unit; and (E) provided to youth with the most significant disabilities by the designated state unit in accordance with requirements for a period not to exceed four years.
- C.3.18 Impairment-Related Work Expense request form submission and approval:** The submission to SSA, which is documented in the Benefit Employment Management Report and submitted by a person with a disability other than blindness if that person also receives SSI benefits and approval of that submission by SSA. Impairment Related Work Expense shall have a meaning consistent with 20 C.F.R. § 404.1576.
- C.3.19 Individual Placement Model:** A supported employment model where the employment specialist engages a variety of workplace and off-work supports to assist the supported employee in getting and keeping a job in a community business that best suits the person's abilities and preferences. It is less restrictive with each supported employee employed as a single employee with jobs matched based on individual strengths, aptitudes and preference and utilize supports that are provided directly by an employment specialist who acts as a job coach, and/or are based on natural supports in the employment or community setting (as cited in Work and Disability, Third Edition, Proed Inc., 2010 by Edna Mora Szymanski and Randall M. Parker).
- C.3.20 Individualized Plan for Employment (IPE):** A written program of services developed consistent with the employment factors of a person determined eligible for VR services

- with or without the assistance of a VR Specialist that identifies the employment goal and services that will aid in achieving that goal. When developed without the assistance of the VR Specialist, the IPE shall be prepared on a form provided by the District and shall be subject to the approval of the VR Specialist.
- C.3.21 Initial Placement Report:** Only for people receiving supported employment services, a report equivalent in content to the Placement Information Report.
- C.3.22 Intake and Assessment:** the process of utilizing interview and environmental assessments and consideration of reasonable accommodations along with development of vocational profile conducted in partnership with persons with disabilities. Core components of assessments shall include person with disabilities' employment goal from the individualized plan for employment (IPE), interests, preferences, desired income, and abilities, along with employment/academic history and informed choice.
- C.3.23 Intake Summary and Assessment Report (ISAR):** A report synthesizing the findings of the intake interview and review of assessments that also includes a baseline functional evaluation that will form the basis for developing the person-centered employment plan.
- C.3.24 Integrated Setting:** A setting typically found in the community in which applicants or eligible individuals interact with non-disabled individuals other than nondisabled individuals who are providing services to those applicants or eligible individuals; With respect to an employment outcome, means a setting typically found in the community and where the employee with a disability interacts, for the purpose of performing the duties of the position, with other employees within the particular work unit and the entire work site, and, as appropriate to the work performed, other persons (e.g. customers and vendors) who are not individuals with disabilities (not including supervisory personnel or individuals who providing services to such employee) to the same extent that employees who are not individuals with disabilities and who are in comparable positions interact with other persons.
- C.3.25 Job Coaching:** On-the-job training of a person with a disability by an approved specialist, who uses structured intervention techniques to help the person learn to perform job tasks to the employer's specifications and to learn the interpersonal skills necessary to be accepted as a worker at the job site and in related community contacts.
- C.3.26 Job Development:** Activities that are based on comprehensive, person-centered assessment of the person's strengths, capabilities, needs, skills and experiences prior to initiating the job search. Job search activities to support and assist a person with a disability in searching for an appropriate job, which may include helping in resume preparation, identifying appropriate job opportunities, developing interview skills, and making contacts with companies on behalf of the person. It considers the person's preferences and goals, transportation, desire to work including the number of hours and expected wages, physical skills, orientation and mobility, appearance, communication and social skills, work behavior skills, reinforcement needs, family supports, required natural supports, needed accommodations, financial considerations and other factors.
- C.3.27 Job Development Progress Report:** A monthly report detailing the activities during the job development and/or customized employment job search phase and describing how the participation of the jobseeker and the efforts of the job developer or employment

specialist contribute towards the job seeker's achievement of the employment outcome. The Job Development Progress Report identifies issues and next steps, is submitted along with an attendance report called a Job Search Service Log and is submitted monthly until the person is placed in a job successfully. The service provider shall make three in person face to face contacts with a District person within 30 days and these meeting shall be included in monthly progress report. During a public health emergency virtual meetings via electronic platforms may be substituted for in person face to face contact. Service providers shall keep records of the meeting by documenting the client's participating via electronic or wet signature sign-in sheets. When documenting the action of completing applications/following up with employers that the name of the business and the actual position applied for should be included in the Job Development report, so the counselor is aware that the jobs are consistent with the agreed upon job goal identified on the IPE.

- C.3.28 Job Exploration Counseling:** Provide counseling and guidance, including job shadowing, workplace site visits, vocational interest and career inventories, exploration of relevant career fields and potential jobs, and acquisition of career opportunities.
- C.3.29 Job Placement:** Employment-related services (in a setting outside of supported employment) that are necessary to obtain suitable competitive integrated employment and that are offered by service providers to people with disabilities. Job Placement services include Intake and Assessment, Job Development and Placement services.
- C.3.30 Job Readiness Training, formerly known as Work Adjustment Training:** Training for a person with a disability by a service provider in the development of work-related skills, **work behaviors, social skills in the work setting, effective communication, accepting supervision, problem solving, grooming and hygiene, goal setting and work tolerance. Other areas of concern may also be addressed including work-related daily living skills, disability awareness, customer service, work traits and work ethics, which may be provided as part of IPE development.**
- C.3.31 Job Readiness 1 (Soft Skills Development Training)** A set of activities that are primarily focused on tasks such as learning acceptable work and social conduct in the workplace, the culture of the workplace, preparing a resume, motivation for work and maintaining a job, and other skills such as, but not limited to, work-related daily living skills, disability awareness, grooming, transportation and home health management that are applicable across a variety of employment settings. This includes pre-employment transition services (see definition C.3.44 below).
- C.3.32 Job Readiness 2 (Transitional Work Experience):** A service designed to enlist the assistance of a community service provider to aid in securing an employer-based paid work experience opportunity for persons referred by the District. The service is designed to provide the District participants with real work experiences and opportunities to network in actual business environments consistent with the person's employment goals.
- C.3.33 Job Stabilization Closure Report:** A report regarding a person who receives job placement services during the person's employment, which incorporates the elements of the Job Stabilization Progress Report with the addition of closure elements for consideration, such as requested accommodations that were negotiated and established, integration of natural supports, and development of a plan to achieve competitive

- integrated employment in the event that the job placement yields less than the District's. (or governing jurisdiction where services are provided) minimum wage or living wage, whichever is higher.
- C.3.34 Job Stabilization Progress Report:** A report regarding a person who receives job placement services during the person's employment, which documents employment information about the person with a disability, including the person's knowledge and performance of the essential tasks of the job; the person's attendance and punctuality; the person's social adjustment in the workplace; the employer's satisfaction with the person's job performance; and the person's satisfaction with the job and ongoing support services.
- C.3.35 Job Stabilization Services:** Support services provided to a person who has been placed in employment and started working in order to stabilize the placement and enhance job retention; such services include job coaching, follow-up and follow- along and job retention services.
- C.3.36 Natural Support:** Supports typically available to all workers in the workplace. Workplace supports may include, but are not limited to, a coworker mentor who assists an employee in learning the job; a supervisor who monitors work performance; a co-worker who assists the person with disabilities in developing social relationships; orientation training or other company sponsored training events; an employee assistance program; and other supports that may be available.
- C.3.37 Ongoing Support Services:** As used in the definition of supported employment, means services that (A) are needed to support and maintain an individual with a most significant disability, including a youth with a most significant disability in supported employment; (B) are identified based on a determination by the designated state unit of the individual's need as specified in an IPE; (C) are furnished by the designated state unit from the time of job placement until transition to extended services, unless post-employment services are provided following transition, and thereafter by one or more extended service providers throughout the individual's term of employment in a particular job placement or multiple placements if those placements are being provided under a program of transitional employment; (D) include an assessment of employment stability and provision of specific services or the coordination of services at or away from the worksite that are needed to maintain stability based on – (i)at a minimum, twice-monthly monitoring at the worksite of each individual in supported employment; or (ii) if under specific circumstances, especially at the request of the individual, the individualized plan for employment provides for off-site monitoring, twice monthly meetings with the individual.
- C.3.38 Personal Positive Profile:** A record or documentation of a discovery assessment identifying a person's interests, talents, skills and knowledge, learning styles, positive personality traits, temperaments in different settings, experiences, support systems, needs and specific challenges, accommodation requirements for different settings and activities, and dislikes, which all serve as a guide for customizing employment.
- C.3.39 Person-Centered Employment Plan (PCEP and formerly known as Individual Work Plan (IWP)):** A written program of action developed and reviewed by the HCA service provider at regular intervals with the participation of the person with a disability.

The **PCEP** outlines the person's goals and describes the services that will be provided to accomplish employment goals, which include fading support services for supported employment and stabilization services for job placement. The PCEP is submitted along with the Intake and Summary Assessment Report.

- C.3.40 Placement:** A competitive integrated employment in the vocation consistent with the individual's strengths, abilities, resources, priorities, concerns, capabilities, interests, and informed choice in an integrated setting. This excludes on-call, seasonal, and temporary employment. The person must physically and effectively start the competitive integrated employment prior to the submission of the placement invoice by the service provider.
- C.3.41 Placement Information Report (Initial Placement Report for Supported Employment):** In a setting outside of supported employment, a report documenting relevant employment information for a person with a disability, including the person's job title, start date, employer name and address, supervisor name and contact information, work hours and salary rate along with the job description, benefits, anticipated needs, and a guarantee that the job placement is competitive integrated employment. The Placement Information Report is submitted along with an employment verification document within two business days of when job placement information has been obtained and preferably before the job's start date.
- C.3.42 Plan for Achieving Self Support (PASS) Request Form Approval:** Approval given by SSA for a person's PASS request. A PASS shall have a meaning consistent with 20 C.F.R. §§ 416.1180-416.1182.
- C.3.43 Plan of Extended Services Support (PESS):** Additional documentation submitted together with the Supported Employment Job Stabilization Progress Report that outlines the role of persons identified as a natural support service provider in the event that there is no extended service provider.
- C.3.44 Pre-Employment Transition Services (under the umbrella of job readiness):** Service provided to students with disabilities ages 14-22 under Workforce Innovation and Opportunity Act (WIOA). These services include: (1) job exploration counseling; (2) work-based learning experiences, which may include in-school or after school opportunities or experience outside the traditional school setting (including internships), that is provided in an integrated environment to the maximum extent possible; (3) counseling on opportunities for enrollment in comprehensive transition or postsecondary education programs at institutions of higher education; (4) workplace readiness training to develop social skills, and independence living; (5) instruction in self-advocacy, which may include peer mentoring.
- C.3.45 Provider:** A consultant or vendor of goods or services, who can be an individual, a partnership, non-profit entity, or a corporation that enters into a contractual agreement with the District.
- C.3.46 RSA Codes:** Service definitions and categories. All RSA purchase orders provide the RSA Code for the work being performed. Refer to Appendix A Form 0006 for the crosswalk of RSA codes.
- C.3.47 Self-Advocacy Instruction (Peer Mentoring):** Community-based workplace readiness training to develop interpersonal skills, leadership development, and independent living

skills, managing disclosure, requesting accommodations, instruction in self-advocacy and transportation training.

- C.3.48 Student Earned Income Exclusion Request Submission and Approval:** The submission to SSA made by a person with a disability, and the approval of that submission by SSA. The request may be made by noting, in writing, the person’s student status when reporting a job and, in facilitating approval from SSA, the person may provide proof of student status including but not limited to school grades, school enrollment, and class schedules. Student earned income exclusion shall have a meaning consistent with 20 C.F.R. §§ 416.1870-416.1874.
- C.3.49 Student(s) with Disability (-ies):** Means a person(s) with a disability (-ies) “who (i)(I)(aa) is not younger than the earliest age for the provision of transition services under section 614(d)(1)(A)(i)(VIII) of the Individuals with Disabilities Education Act (20 U.S.C.1414(d)(1)(A)(i)(VIII)); or (bb) if the state involved elects to use a lower minimum age for receipt of pre-employment transition services under this Act, is not younger than that minimum age; and (II)(aa) is not older than 21 years of age; or (bb) if the state law for the state provides for a higher maximum age for receipt of services under the Individuals with Disabilities Education Act (20 U.S.C1400 et seq.), is not older than that maximum age; and (ii)(I) is eligible for, and receiving special education or related services under part B of the Individuals with Disabilities Education Act (20 U.S.C1400 et seq.); or (II) is an individual with a disability, for purposes of section 504” WIOA 29 U.S.C. 705(37)(A) as amended.
- C.3.50 Successful Case Closure:** Competitive employment for a minimum of 90 days in the vocation consistent with the individual’s strengths, abilities, resources, priorities, concerns, capabilities, interests, and informed choice. Person has been retained and secured employment without posing a risk of losing the job. (As cited in C.2; DC DDS/RSA Policy, Policy Directive DCL-20-02 RSA-17 Form - 081420). For supported employment, the person has maintained the employment outcome for at least 90 days after achieving employment stabilization and has been transitioned to extended services for at least 60 days which may be concurrent with employment stabilization (within 90 days) or sequential to it (after 90 days). A plan to achieve competitive employment has to be in place in case the person earns less than the District’s (or governing jurisdiction where services are provided) minimum wage upon closure.
- C.3.51 Supported Employment:** Competitive integrated employment, including customized employment, or employment in an integrated work setting in which an individual with a most significant disability, including a youth with a most significant disability, is working on a short-term basis toward competitive integrated employment, that is individualized, consistent with the unique strengths, abilities, interests, and informed choice of the individuals, including with ongoing support services for individuals with the most significant disabilities - “(A)(i) for whom competitive integrated employment has not historically occurred; or “(ii) for whom competitive integrated employment has been interrupted or intermittent as a result of a significant disability; and “(B) who, because of the nature and severity of their disability, need intensive supported employment services and extended services after the transition from support provided by the designated state unit, in order to perform this work (As cited in WIOA Section I (b) Section 3. Definitions).

- C.3.52 Support Service Provider (SSP):** A group of specially trained professionals who enable people who have combined vision and hearing losses to access their environments and make informed decisions, providing them with visual and environmental information, sighted guide services, and communication accessibility.
- C.3.53 Task Order:** An order for services placed against an established HCA by issuing a District Purchase Authorization Form.
- C.3.54 Transition Counseling:** The administration of activities aimed at linking community resources to a person the assessment of individual needs, development and periodic evaluation of individualized plan and coordination of the various system components in order to achieve a successful outcome.
- C.3.55 Trial Work Experience:** Exploration of different work experiences with necessary and appropriate supports for a person with a disability consistent with informed choice, including supported employment, on-the-job training and other experiences using realistic integrated work settings, that will provide a VR specialist an assessment of a person's strengths, abilities, challenges, and work behavior from a realistic work situation; and to determine the services needed to remove barriers to employment, for example, for the person to acquire occupational skills and develop work attitudes, appropriate work habits, work tolerance, and social and behavior patterns necessary for successful job performance. The trial work period shall also provide sufficient information for the VR specialist to make a decision about whether an applicant for VR services can benefit from VR services to reach an employment outcome. Trial work shall have a meaning consistent with 34 C.F.R. §§ 361.5(b)(6)(iv), 361.42(e), 361.47(a)(5), and 361.54(b)(1). [S1]
- C.3.56 Vocational Rehabilitation Specialist (VR Specialist):** District employee responsible for determining eligibility and providing or arranging rehabilitation services for applicants or recipients of these services.
- C.3.57 Work-Based Learning Experience (in-school and/or after school):** Activities may include work opportunities; paid or unpaid internships; employment provided in an integrated environment.
- C.3.58 Workplace Readiness Training:** Formerly known as work adjustment training: Training for a person with a disability by a service provider in the development of work-related skills. This training includes components that enable the person to successfully develop the capacities for achieving and maintaining employment, such as travel, work behaviors, social skills in the work setting, effective communication, accepting supervision, problem solving, grooming and hygiene, goal setting and work tolerance. Other areas that may also be addressed include work-related daily living skills, disability awareness, work traits, and work ethics.
- C.3.59 Youth with disability (or Youth with disabilities):** Means a person (people) with a disability who is not younger than 14 years of age and not older than 25 years of age.
- C.4 BACKGROUND:**
- C.4.1** The VR Specialists and qualified Providers through the Human Care Agreements (HCA) assist persons with disabilities in achieving employment and career goals. This agreement serves to meet a reoccurring need in that the District is mandated by all

federal and District regulations cited in C.2 to assist persons with disabilities to obtain and secure employment that is consistent with the persons' strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice.

C.4.2 The District focuses on employment, ensuring that persons with disabilities achieve a greater quality of life by obtaining and maintaining employment, economic self-sufficiency, and independence. The District and its qualified Providers achieve this through the scope of services identified in section C.1.

C.5 SPECIFIC REQUIREMENTS:

C.5.1 General Referral and Purchase Authorization Process:

C.5.1.1 The Provider shall create and submit invoices through the DC Vendor Portal (<https://vendorportal.dc.gov>) after the VR Specialist has approved the subsequent report. (see Section D.2 Reports) This invoice upload creates a voucher number assigned to the invoice uploaded. The voucher should contain the invoice as an attachment to be approved for payment.

C.5.1.2 The Provider shall ensure that the referral packet is complete by verifying that it includes a purchase authorization, resume (optional), IPE, referral form and medical documentation and specifies the approved timeframe, start and end date for the delivery of services. If a provider does not complete the work within the approved authorization period, the Provider must request an extension or new authorization must be obtained from the VR counselor.

C.5.1.3 The Provider shall review the District's purchase authorization and accompanying documentation to ensure that the referral is appropriate and complete upon receipt of a referral from the District. Any referral submission that is not processed through an official District case management system shall not be accepted nor processed for payment. Refer to Appendix A, Form 0005 Referral Package Documents.

C.5.1.4 The Provider shall respond to the referring VR Specialist within two business days to acknowledge receipt of a complete referral packet.

C.5.1.5 If the Provider is unable to accept the referral, prior to initiating contact with the referred person, the Provider shall return the referral packet in its entirety to the District within three business days. The Provider shall explain any reasons why the referral was not accepted and provide its rationale in writing to the VR Specialist.

C.5.1.6 The Provider shall not reject referrals based on client's disability, national origin, race, gender, religion, age and familiar status per the regulations described in C.2., Applicable Documents 0002.

C.5.1.7 When the Provider receives the referral of a person who is employment ready, the Provider shall contact the person to schedule an appointment within five business days, after the acknowledgement of receipt of referral.

C.5.1.8 The Provider shall notify the VR Specialist of the scheduled appointment via electronic mail.

C.5.1.9 The Provider shall notify the referred person and the VR specialist within one business day when the Provider or a person cancels or misses a scheduled appointment.

- C.5.1.10 The Provider shall gain knowledge of each person referred by utilizing the information provided in the referral packet and other pertinent data, as appropriate, and as mutually agreed upon by the District and the Provider.
- C.5.1.11 The Provider shall actively involve persons support system, which may include the person's family or guardian, in assessment, planning, and decision-making throughout the service delivery process.
- C.5.1.12 The Provider shall be include the person's support system in providing reinforcement of the person's role and in being consulted regarding its observations of the suitability of services with the consent of the referred person as appropriate.
- C.5.1.13 The Provider shall have a designated place in the Provider's office where the person may elect to meet with the Provider to discuss medical, criminal records or other pertinent information that may be considered private. The Provider who is scheduling to meet with a person shall first inquire of the person if the person prefers to meet in a public setting, the Provider's private office space, or virtually.
- C.5.1.14 The Provider shall maintain an office for persons with disabilities who elect to meet in a private session in-person. The Provider shall maintain a designated office space during the HCA period; failure to do so shall result in termination of the HCA.
- C.5.1.15 The Provider shall contact the VR Specialist for any questions regarding the referral.
- C.5.1.16 The Provider shall consult with the VR Specialist before returning the Person's referral package.
- C.5.1.17 The Provider shall confer with VR specialist, utilizing individual progress reviews, decisions to terminate participation. The provider shall not terminate services without the full written consent of the referring VR Specialist or the referring VR Specialist's Supervisor.

C.5.2 Reporting Submission Process

- C.5.2.1 The Provider shall submit subsequent report once an authorization is given to the Provider and services are rendered to the client for all services, without exception.
- C.5.2.2 The Provider shall request an exception to submitting reports in instances where the person is placed on a job before the 60- or 90-day milestones where no 60- or 90-day report is required.
- C.5.2.3 The Provider shall submit a monthly comprehensive report for the services provided to the District at ddrsra.reports@dc.gov. All reports shall be submitted to this central processing email address. Reports are due monthly and shall be submitted by the 10th of each month.
- C.5.2.4 The Provider shall complete **each required form in its entirety**. A comprehensive report is inclusive of the following types of reports based upon the service authorization issued:
 - C.5.2.4.1 **Benefits Planning:**
 - C.5.2.4.1.1 Benefits Summary and Analysis (BSA)
 - C.5.2.4.1.2 Benefit Employment Management Report (BEMR)

- C.5.2.4.2** Trial Work Experience
- C.5.2.4.3** Job Readiness Training:
 - C.5.2.4.3.1** Job Readiness 1: Soft-Skills Development
 - C.5.2.4.3.2** Job Readiness 2: Transitional Work Experience
 - C.5.2.4.3.3** Pre-ETS
- C.5.2.4.4** Job Placement and Supported Employment Services Reports:
 - C.5.2.4.4.1** Intake and Assessment Referral (ISAR)
 - C.5.2.4.4.2** Person Centered Employment Plan (PCEP)
- C.5.2.4.5** Job Development:
 - C.5.2.4.5.1** Job Development Progress Report
 - C.5.2.4.5.2** Job Search Service Log
 - C.5.2.4.5.3** Non-Billable Report (When Applicable)
- C.5.2.4.6** Job Placement Report
- C.5.2.4.7** Job Stabilization Report
- C.5.2.4.8** Job Stabilization Closure Report
- C.5.2.4.9** Supported Employment
- C.5.2.4.10** Additional Vocational Rehabilitation Services:
 - C.5.2.4.10.1** Discovery Assessment
 - C.5.2.4.10.1.1** Positive Personal Profile
 - C.5.2.4.10.1.2** Customized Employment
 - C.5.2.4.10.2** Job Coaching
 - C.5.2.4.10.3** Support Service Provider (SSP) for Deaf-Blind
 - C.5.2.4.10.3.1** A monthly comprehensive report shall include information regarding all activity with each person. The report shall include the following details:
 - C.5.2.4.10.3.1.1** Person name
 - C.5.2.4.10.3.1.2** VR Specialist's name that referred the person
 - C.5.2.4.10.3.1.3** Referral date
 - C.5.2.4.10.3.1.4** Intake and assessment completion date
 - C.5.2.4.10.3.1.5** Job development date and document time spent with client
 - C.5.2.4.10.3.1.6** First date of employment
 - C.5.2.4.10.3.1.7** Type of employment
 - C.5.2.4.10.3.1.8** Job stabilization / job stabilization closure date
 - C.5.2.4.10.3.1.9** Hourly wage

- C.5.2.4.10.3.1.10 Attrition rate, and
- C.5.2.4.10.3.1.11 VR Specialist name that approved the attrition.
- C.5.2.4.10.4 Trial Work
- C.5.2.4.10.5 Job Readiness
- C.5.2.4.10.5.1 Job Readiness 1: Soft Skills Training Development
- C.5.2.4.10.5.2 Job Readiness 2: Transitional Work Experience

C.5.2.5 **Report Format**

Each report shall be separated, and the file shall be labelled with the Referring person's first initial, last name and report title. Examples are as follow:

- J Doe- ISAR and PCEP,
- J Doe 30 Day.

The Provider may submit multiple files via a single Zip Folder rather than scanned documents with multiple reports.

C.5.2.6 **Timeframe for report submission**

Reports are due at the end of each month, but no later than the 10th day of the following month. the Provider shall submit the report to ddrsra.reports@dc.gov inbox to await a response of approval or denial from the VR Specialist. If a report is rejected, then the Provider shall be given an opportunity to correct the report for resubmission based on the justification for denial provided by the VR Specialist. Invoices shall be submitted when the Provider has received approval from the VR Specialist for the report submitted to the ddrsra.reports@dc.gov inbox. All corresponding Forms can be located in Appendix A. For a complete listing refer to section D.3 Reports.

C.5.3 **Invoice Process**

- C.5.3.1 The Provider shall submit the invoice to the assigned CA via the ddrsra.reports@dc.gov inbox to automatically notify the CA when an e-Invoice has been uploaded for approval. This invoice upload creates a voucher number assigned to the invoice uploaded. The voucher should contain the invoice as an attachment to be approved for payment.
- C.5.3.2 The Provider shall verify that the voucher has a three-way match which consists of the following:
 - C.5.3.2.1 **Invoice Numbers** -The invoice number on the attached invoice document must match the invoice number entered by the vendor on the e-Invoice portal voucher.
 - C.5.3.2.2 **Purchase order** - The service period on the attached invoice document must match the service period entered by the vendor on the e-Invoice portal voucher. Additionally, the service period on the invoice and voucher must be within the service period the purchase order covers.

C.5.3.2.3 **Amounts** – The billed amount on the attached invoice document must match the amount entered by the vendor on the e-Invoice voucher. The calculation of how the total amount billed is determined, must also be correct.

C.5.3.3 The Provider shall submit invoices when the progress report is approved by the VR Specialist. If the report is rejected, the Provider shall follow up directly with the VR Specialist to address the concerns with the report. Once this issue is resolved, the report shall be resubmitted through the reporting submission process. Once the report is approved, the Provider shall resubmit the invoice. Please refer to invoice instructions in Sections G.3

C.5.3.4 Invoicing outside of approved authorization will not be covered (Please refer to C.5.1. General Referral and purchase authorization Process).

C.5.4 Method of Service Delivery for Specific Requirements/Services:

C.5.4.1 Benefits Planning:

C.5.4.1.1 The Provider shall meet with the person to review documentation provided by:

C.5.4.1.1.1 Social Security Administration (to include, but not be limited to, Benefits Planning Query;

C.5.4.1.1.2 The District (to include, but not be limited to Referrals for External Benefits Counseling, signed Release of Information forms authorizing the DC Benefits Specialist to secure accurate and updated information from relevant sources); and

C.5.4.1.2 The Provider shall discuss the impact of working and life situations on their benefits, as well as any upcoming events they would need to be aware of such as age 18 determination and any medical reviews.

C.5.4.1.3 Provider shall prepare and submit a Benefits Summary and Analysis (BSA) to the District Benefits Specialist and the VR Specialist after providing a benefits consultation to the person. The report shall detail activities related to the employment of the person and how it relates to both SSA and other public benefits as mentioned in C.5; and shall identify the supports that the external Benefits Specialist can provide as part of the employment supports through the District.

C.5.4.1.4 The Provider shall also submit a monthly Benefit Employment Management Report (BEMR) if needed. The BEMR shall consist of:

C.5.4.1.4.1 Monthly wage reporting;

C.5.4.1.4.2 Monitoring of trial work experience, extended period of eligibility, Extended Medicare, and any work incentives;

C.5.4.1.4.3 Any written or verbal communication and interactions between the either the person or the Provider or both, and SSA or any other relevant agencies such as overpayments, request for filing additional forms, as well as notification and results of medical reviews; and

C.5.4.1.4.4 At a minimum, the BEMR shall provide learning tools and steps for the

person to remain in good standing with SSA and monthly reporting of earnings and progress if possible.

- C.5.4.1.5** The Provider shall request an additional District purchase authorization form prior to the implementation of work incentives as needed for ongoing employment supports. The list of approved work incentives shall include the following:
 - C.5.4.1.5.1** Student Earned Income Exclusion submission and approval;
 - C.5.4.1.5.2** Blind Work Expense – submission and approval (monthly monitoring will be covered on the BEMR);
 - C.5.4.1.5.3** Impairment Related Work Expense – submission and approval (monthly monitoring will be covered on the BEMR);
 - C.5.4.1.5.4** Impairment Related Work Expense – Submission and Approval (monthly monitoring will be covered on the BEMR);
 - C.5.4.1.5.5** Property Essential for Self-Support – submission and approval;
 - C.5.4.1.5.6** Special Conditions and Subsidies – submission and approval; and
 - C.5.4.1.5.7** Expedited Reinstatement – submission and approval.
- C.5.4.1.6** The benefits planning provider shall understand and explain how work impacts benefits by:
 - C.5.4.1.6.1** Helping dispel myths about the impact of work on benefits;
 - C.5.4.1.6.2** Possessing a working knowledge of how employment impacts benefits;
 - C.5.4.1.6.3** Being aware of work incentives, that include, but are not limited to, IRWE, Subsidies, PASS, and how they can be used to create successful employment outcomes;
 - C.5.4.1.6.4** Building relationships with the work incentives planners available in their communities to help with more complex situations, and assisting customers to access additional resources when needed; and
 - C.5.4.1.6.5** Staying current with changes to assure accurate information is being distributed.
- C.5.4.1.7** The Provider shall be available to provide a general overview of benefits counseling information in schools during occasional parent-teacher meetings for the transition-aged youth or other community-based events. This shall be paid at the half the rate of PASS approval per meeting.
- C.5.4.1.8** **Reporting Requirements for Benefits Planning:**
 - C.5.4.1.8.1** The Provider shall submit a report monthly until services are completed.
 - C.5.4.1.8.2** The Provider shall submit the appropriate benefits counseling report for each person who has received benefits counseling services to the District at ddrsra.reports@dc.gov at the end of every month, which shall be the basis for submitting an invoice after approval from the VR Specialist. Such reports shall indicate the type of services provided and the person’s engagement in

the benefits planning services. Once a report is submitted to the ddrsra.reports@dc.gov inbox, the VR Specialist will respond if the report is approved or rejected. The assigned CA for the provider will be on that approval or rejection. If a report is rejected, the VR Specialist will provide the reason for the rejection and allow the provider an opportunity to correct the report and receive approval.

C.5.4.1.9 Invoice Requirement for Benefits Planning Services:

Refer to the invoice instructions in Sections C.5.3 and G.3.

C.5.4.2 Trial Work Experience:

- C.5.4.2.1** The Provider shall review and evaluate the referral to determine necessary and appropriate supports and coordinate with the District in the provision of these supports to include assistive technology devices and services and personal assistance services, to accommodate the rehabilitation needs of the person during the trial work experience.
- C.5.4.2.2** The Provider shall identify and set-up the trial work experience in competitive integrated employment to the maximum extent possible consistent with the person's informed choice and rehabilitation needs that is conducive to the assessment of the person's unique strengths, abilities, capabilities, and capacity to perform in realistic work situations.
- C.5.4.2.3** The Provider shall ensure that the trial work experience is of sufficient variety and over a sufficient period of time. Trial work experiences include supported employment, on the job training or other experiences using realistic work settings.
- C.5.4.2.4** The Provider shall set-up at least three work sites or positions for trial work to satisfy the requirement for sufficient variety and the opportunity to try different employment experiences. Trial work experiences may be simultaneous (for example, working as a bagger in the grocery in the morning and stocker in the afternoon or alternate days in the same grocery) or sequential. The trial work must be a paid work experience to be consistent with a competitive integrated employment.
- C.5.4.2.5** The Provider shall identify the person's level of employability by focusing on the identification of the person's abilities, needs, unique strengths and barriers to employment for the purpose of providing information to choose an employment goal during the trial work experience,.
- C.5.4.2.6** The Provider shall conduct trial work to determine if the person is capable of working and shall address the following areas:
 - C.5.4.2.6.1** Strength and endurance (including mobility and physical limitations);
 - C.5.4.2.6.2** Challenging behaviors/ social interaction skills;
 - C.5.4.2.6.3** Time management skills;
 - C.5.4.2.6.4** Functional limitations;

- C.5.4.2.6.5 Communication skills;
- C.5.4.2.6.6 Effects of medication on functioning;
- C.5.4.2.6.7 Performance of essential job duties (ability to follow directions, quality to work and attention to detail); and
- C.5.4.2.6.8 Special or required accommodation (such as need for job coach, assistive technology or special schedule).

C.5.4.2.7 Reporting Requirement for Trial Work:

- C.5.4.2.7.1 The Provider shall document and report the type of trial work, name of the company and contact information, position or type of work attempted, responsibilities of the position, time spent at the job site, available accommodations at the job site and hourly wages to the District at ddsrsa.reports@dc.gov by completing a baseline Trial Work Evaluation Report (TWER, See Appendix A Form 0017) and a signed service log ideally after a twenty (20) hour assessment period. In the event that the trial worker is unable to complete 20 hours of assessment within a month, the Provider shall complete and submit the baseline TWER based on the number of assessment hours spent no later than a month from when the trial work started.
- C.5.4.2.7.2 The Provider shall submit Subsequent progress reports utilizing the same template (Trial Work Evaluation Report See Appendix A Form 0017) to the VR Specialist for ideally every 20 hours of assessment. In the event that the trial worker is unable to complete 20 hours of assessment within a month, the Provider shall complete and submit the progress reports based on the number of assessment hours spent no later than one month from the time the baseline report was submitted.
- C.5.4.2.7.3 The Provider shall continue this process until the VR Specialist has sufficient information to determine if the person can or cannot benefit from VR services.
- C.5.4.2.7.4 The Provider shall report to the VR Specialist even if the person only attended once during the month scheduled for trial work or not at all. This is indicative of the person's capacity to engage in work or an intervention may be necessary.
- C.5.4.2.7.5 The Provider shall report the following types of information about each person:
 - C.5.4.2.7.5.1 The feasibility of the specific vocational interest attempted during trial work;
 - C.5.4.2.7.5.2 The nature and intensity of support service (including natural supports) required by the person;
 - C.5.4.2.7.5.3 The person's job duty restrictions;
 - C.5.4.2.7.5.4 Whether job modifications are needed by the person;

- C.5.4.2.7.5.5 Whether the person requires post-employment training;
- C.5.4.2.7.5.6 The anticipated level of intervention and the best job match for the person;
- C.5.4.2.7.5.7 Whether the person has skills necessary to complete specific job needs; and
- C.5.4.2.7.5.8 Whether the person has a capacity to work in an integrated competitive work setting.
- C.5.4.2.7.6 The Provider shall document each trial work site or position utilizing separate reports. For example, if trial work is being conducted in two work sites or two positions in the same worksite, two separate reports shall be completed and submitted to distinguish the trial worker's performance in the different work sites or positions.
- C.5.4.2.8 **Invoice Requirement for Trial Work:**
 - Refer to the invoice instructions in Sections C.5.3 and G.3.
- C.5.4.3 **Job Readiness Training:**
 - C.5.4.3.1 The Provider shall provide general coverage of job readiness services defined in C.3.30 that include components that enable the eligible person to successfully develop the capacities for achieving and maintaining employment: These services may be delivered in a community-based facility or, where possible, in an integrated community setting.
 - C.5.4.3.2 The Provider shall provide job readiness 1: soft-skills development defined in C.3.31.
 - C.5.4.3.3 The Provider shall develop a course outline and lesson plans for each session. The lesson plans must include a description of specific resources used, such as guest speakers, books, films or field trips.
 - C.5.4.3.4 The Provider's curriculum shall cover and must assist the eligible person in:
 - C.5.4.3.4.1 Developing socially acceptable behavior;
 - C.5.4.3.4.2 Developing or restoring confidence in self and others; and
 - C.5.4.3.5 The Provider shall provide Job Readiness 2: Transitional Work Experience defined in C.3.32.
 - C.5.4.3.6 The Provider shall assist the VR general population through the provision of pre-employment, employment and related services.
 - C.5.4.3.7 The Provider's objective of the service for people referred from a General VR Caseload shall be to prepare persons referred to the program for successful long term employment consistent with their unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice (employment factors).
 - C.5.4.3.8 The Provider's objective of the service for people, referred from a Youth-in-Transition and general VR caseload, is to provide a paid work based experience

consistent with their unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice (employment factors).

- C.5.4.3.9** The Provider shall review the referral packet to determine the best transitional work experience match for the person based on the person's employment factors and the identified IPE goal. All transitional work experiences shall be developed in competitive integrated setting
- C.5.4.3.10** The Provider's paid transitional work experience may include but not be limited to paid internship, work try-out or work-based learning experience. The provider shall have established relationships or partnerships with potential employers and businesses where they can place the persons referred to the program.
- C.5.4.3.11** The Provider may deliver job development as part of this service when one of its established placements is not suitable for the person's needs and for the most appropriate trial transitional work experience match. Job development should not exceed two weeks with a maximum of 15 hours per week.
- C.5.4.3.12** The Provider's transitional work programs must ensure that the employers where the District's persons are placed provide the following:
 - C.5.4.3.12.1** Adequate worksite supervision and training;
 - C.5.4.3.12.2** Reasonable job and worksite accommodations;
 - C.5.4.3.12.3** A safe and healthy worksite;
 - C.5.4.3.12.4** Appropriate safety training and apparatus;
 - C.5.4.3.12.5** Physical accessibility;
 - C.5.4.3.12.6** Transportation accessibility; and
 - C.5.4.3.12.7** Competitive work tasks and demands
- C.5.4.3.13** The Provider shall ensure that the person in the transitional work experience is paid at least the Washington DC minimum wage. The provider may elect to pay the person and request reimbursement from the District for the Washington DC minimum wage and worker's compensation.
- C.5.4.3.14** The Provider must submit a completed time and attendance sheet verified by the supervisor at the transitional work experience site to the District as a basis for paying the wages.
- C.5.4.3.15** In the instances where the Provider pays the wages, the Provider's paid transitional work experience may be up to twenty hours per week and can be authorized for 30, 60 or 90 calendar days depending on the need, ability, and availability of the person.
- C.5.4.3.16** The Provider's paid transitional work experience program shall include the following services reimbursed at the rates shown in the published price schedule for provision of services:

- C.5.4.3.16.1 Arranging for accommodations and/or providing disability awareness training at the work experience site;
- C.5.4.3.16.2 Providing reinforcement and supports during skill training and for the duration of the work experience; and
- C.5.4.3.16.3 Provide job coaching services, as necessary and approved by the VR Specialist.
- C.5.4.3.16.4 The Provider shall provide the services consistent with the VR Specialist, prior authorization based on the number of hours of each of the above services the VR Specialist determines is necessary to support a person in the transitional work experience.
- C.5.4.3.16.5 The Provider shall obtain approval from the VR Specialist for additional hours of services contingent upon the submission of the Job Stabilization Progress Report (See Appendix A Form 0009) justifying the need for those additional hours of services.
- C.5.4.3.17 **Pre-Employment Transition Services (Pre-ETS)**
- C.5.4.3.4.1 Pre-Employment Transition Services (pre-ETS) are required services under the Workforce Innovation and Opportunity Act (WIOA) and the following at the **five** required pre-ETS:
- C.5.4.3.4.2 Job exploration counseling can include a wide variety of professional activities which help youth with disabilities with career-related issues. Job exploration counseling supports a youth who is seeking to explore career options or seeking employment. Career counseling is also offered in various settings, including in groups and individually, in person or virtually.
- C.5.4.3.4.3 Work-based learning experiences (WBLE), which may include in-school or after school opportunities, experiences outside of the traditional school setting, and/or internships. Work-based learning experiences is an educational approach or instructional methodology that uses the workplace or real work to provide students with the knowledge and skills that will help them connect school experiences to real-life work activities and future career opportunities. It is essential that direct employer or community involvement be a component of the WBLE to ensure in-depth student engagement. These opportunities are meant to engage, motivate and augment the learning process. These WBLE opportunities can be done in conjunction with private, for-profit, public or nonprofit businesses in your community and/or through web-based resources
- C.5.4.3.4.4 Counseling on opportunities for enrollment in comprehensive transition or postsecondary educational programs are services that provide maximum flexibility in the career decision making process is important in the early phases of post-secondary education (PSE) planning. This includes gaining an awareness of the wide range of career pathway options and labor market realities and projections.
- C.5.4.3.4.5 Workplace readiness training to develop social skills and independent living.

Workplace readiness training assists youth with disabilities in learning traits and commonly expected skills that employers seek from most employees. Work readiness skills are a set of skills and behaviors that are necessary for any job. Work readiness skills are sometimes called soft skills, employability skills, or job readiness skills.

C.5.4.3.4.6 Instruction in self-advocacy refers to instructing an individual in the ability to effectively communicate, convey, negotiate or assert interests and/or desires. Self-determination means that individuals with disabilities have the freedom to plan their own lives, pursue the things that are important to them and to experience the same life opportunities as other people in their communities

C.5.4.3.4.7 Reporting Requirements for Job Readiness Training:

C.5.4.3.4.7.1 The Provider shall submit a report monthly until services are completed.

C.5.4.3.4.7.2 The Provider shall submit the appropriate job readiness training reports for each person who has received job readiness training to the District at ddrsra.reports@dc.gov at the end of every month, which shall be the basis for submitting an invoice after approval from the VR Specialist. Such reports shall indicate the type of services provided and the person's engagement in the benefits planning services.

C.5.4.3.4.7.3 The Provider shall have an opportunity to resubmit a corrected report pursuant to Section H, District Responsibilities.

C.5.4.3.4.8 Invoice Requirement for Job Readiness Training:

Refer to the invoice instructions in Sections C.5.3 and G.3.

C.5.4.4 Job Placement and Supported Employment Services:

C.5.4.4.1 Intake Summary and Assessment Report (ISAR):

C.5.4.4.1.1 The Provider shall conduct intake and assessment to determine the person's skills in relation to specific job duties and work behaviors which are assessed in conjunction with the person's ability to function on the job. The assessment shall take into account the person's employment factors, to include, but not be limited to, unique strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice and shall consider the following:

C.5.4.4.1.1.1 Feasibility of the employment goal through job placement/supported employment;

C.5.4.4.1.1.2 Ability to relate to the expectations of a work environment;

C.5.4.4.1.1.3 Ability to learn specific job duties;

C.5.4.4.1.1.4 Personal and social adjustment;

C.5.4.4.1.1.5 Relationships/Support system;

C.5.4.4.1.1.6 Response to supervision;

C.5.4.4.1.1.7 Baseline functional level;

- C.5.4.4.1.1.8 Transferable skills;
- C.5.4.4.1.1.9 Soft-skills necessary for employment readiness;
- C.5.4.4.1.1.10 Identification of ongoing support services (type, intensity, and frequency) needed for the person to maintain employment, including assistive technology;
- C.5.4.4.1.1.11 Potential to benefit from job coaching and/or ongoing support services; and
- C.5.4.4.1.1.12 Job task analysis including possible accommodations.
- C.5.4.4.1.2 The Provider shall document the findings of the Intake and Assessment utilizing the Intake Summary and Assessment Report (ISAR, See Appendix A Form 0001) which shall be submitted to the District at ddrsra.reports@dc.gov within fifteen (15) business days of the first appointment with the person and shall be the basis for submitting an invoice.
- C.5.4.4.1.3 The Provider shall indicate in the ISAR if the referral is accepted or declined, and reasons shall be provided and agreed upon by the VR Specialist in the report if the referral is not accepted. If the Provider is unable to provide services to the person, the Provider shall return the referral packet with completed ISAR and submit the invoice for the completion of the intake and assessment to the District. Invoices will not be paid until the report has been reviewed and approved by the VR specialist.
- C.5.4.4.1.4 The Provider shall develop and prepare a written Person-Centered Employment Plan (PCEP) (PCEP, See Appendix A Form 0004) and submit it with the ISAR if the Provider accepts the referral. The Provider shall not submit an invoice for PCEP if the person has not been accepted into the program.
- C.5.4.4.1.5 The Provider shall submit the ISAR and PCEP to the District at ddrsra.reports@dc.gov within fifteen (15) business days of the first appointment with the person and shall meet the following criteria:
 - C.5.4.4.1.5.1 The PCEP summarizes and synthesizes the relevant information obtained during Intake and Assessment, outlines the person's goals, and describes what services will be provided to accomplish the goals. Plan for fading support services (for Supported Employment program) are also integrated in the plan as well as stabilization services (for Job Placement program).
 - C.5.4.4.1.5.2 The defined goals and services provided shall be consistent with the referral information and the PCEP goal shall be consistent with the IPE goal. Any changes to that goal shall be discussed with and approved by the VR Specialist and the record shall document approval of the change in goal.
 - C.5.4.4.1.5.3 The PCEP shall provide the framework for how the Provider will assist this person in achieving a person's employment goals. The placement shall be a competitive integrated employment. **Individual placement in the community is preferred.**

- C.5.4.4.1.6** The comprehensive ISAR and PCEP must be approved by the VR Specialist prior to submitting the invoice for payment processing. If the VR Specialist disagrees with the content of the ISAR and PCEP and does not approve the report, payment shall not be rendered to the Provider until an agreement is made on acceptable content in the reports.
- C.5.4.4.1.7** The Provider shall request that Intake and Assessment services be re-authorized in the following instances:
- C.5.4.4.1.7.1** If a change in Provider is necessitated after six months; or
- C.5.4.4.1.7.2** If there is change in the health circumstance of the person that would necessitate an amendment of the IPE goal.
- C.5.4.4.1.8** The new Provider of re-authorized services shall review and utilize the ISAR, PCEP documents and/or Positive Personal Profile from the previous Provider for job development planning purposes if transfer is made earlier than six months from the last Intake and Assessment Services.
- C.5.4.4.1.9** The Provider shall refer to the VR Specialist any persons who have tested positive for illicit substances or alcohol abuse for treatment, and upon completion, the person shall resume VR services with that particular Provider. The Provider shall notify the VR Specialist in writing once the Provider is unable to make contact with the District person within ten business days. This notification shall continue until the Person is successfully employed.
- C.5.4.4.2** **The Provider shall utilize the Person Centered Employment Plan (PCEP)** defined in C.3.38. It includes personal identification information and a plan of action that has the following elements:
- C.5.4.4.2.1** Job readiness summary
- C.5.4.4.2.2** Job possibilities
- C.5.4.4.2.3** On-the-job supports
- C.5.4.4.2.4** Other support services
- C.5.4.4.2.5** Conclusion
- C.5.4.4.2.6** Signature
- Reference the SOW appendix for the requires person-centered employment plan report template that must be submitted.
- C.5.4.4.3** **Reporting Requirements for Job Placement and Supported Employment Services: Intake Summary, Assessment Report and Person-Centered Employment Plan**
- C.5.4.4.3.1** The Provider shall submit monthly reports until services are completed.
- C.5.4.4.3.2** The Provider shall submit the Intake Summary and Assessment Report and Person-Centered Employment Plan (See Appendix A Form 0001 and 0004) per person to the District at ddsrsa.reports@dc.gov at the end of every month,

which shall be the basis for submitting an invoice after approval from the VR Specialist. Such reports shall indicate the type of services provided and the intake summary and assessment report of the person. Once a report is submitted to the ddrsa.reports@dc.gov inbox, the VR Specialist will respond if the report is approved or rejected. The assigned CA for the provider will be on that approval or rejection. If a report is rejected, the VR Specialist will provide the reason for the rejection and allow the provider an opportunity to correct the report and receive approval.

C.5.4.4.4 Invoice Requirement Job Placement and Supported Employment Services: Intake Summary, Assessment Report and Person-Centered Employment Plan

Refer to the invoice instructions in Sections C.5.3 and G.3

C.5.4.5 Job Development:

C.5.4.5.1 The Provider shall conduct or implement job development activities based on the person's IPE, consisting of a comprehensive, person-centered assessment of the person's unique strengths, capabilities, needs, skills, and experiences prior to initiating the job search. No job development activities shall be conducted without an authorization from the VR Specialist.

C.5.4.5.2 The Provider shall consider the job seeker's preferences and goals, transportation (preference for metro accessible placements and not to exceed 1 hour travel time), desire to work including the number of hours and expected wages, physical skills, orientation and mobility, appearance, communication and social skills, work behavior skills, reinforcement needs, family supports, required natural supports, needed accommodations, financial considerations, and other factors.

C.5.4.5.3 The Provider shall initiate employer contacts within the geographic region, including businesses known to the person and their support network, previous employers, and networking committees to provide the person a clearer focus of potential job options. Initial contacts, follow up, and on-going relationship development with businesses relevant to the specific job candidate's goals within a reasonable time period are necessary activities.

C.5.4.5.4 The Provider shall survey the Washington, D.C. metropolitan area for potential jobs. Job development shall include but not be limited to:

C.5.4.5.4.1 Establishing a network of employer contacts;

C.5.4.5.4.2 Disseminating to the business community information on the program and hiring of persons with disabilities;

C.5.4.5.4.3 Developing an on-going awareness of the job market in the Washington, D.C. metropolitan area;

C.5.4.5.4.4 Identifying and securing job placement/supported employment positions; and

C.5.4.5.4.5 Developing detailed analyses of the work environment and jobs offered by participating employers.

- C.5.4.5.5** The Provider shall make telephone calls or shall send emails to prospective employers, utilizing the Internet, magazines, newspapers, and other publications as leads. The Provider shall assist the job seeker in completing and submitting application(s) online.
- C.5.4.5.6** The Provider shall collect local job market data regarding various types of employment opportunities, for purposes of preparing a standardized set of requirements for prospective employers; and
- C.5.4.5.7** The Provider shall negotiate employment terms with or on behalf of the job seeker.
- C.5.4.5.8** The Provider shall conduct job search skills training for job seekers to enhance the development of work readiness skills. The plan shall include, but not be limited to, training in the areas of locating jobs openings, completing applications, interviewing techniques, and taking pre-employment examinations.
- C.5.4.5.9** The Provider shall conduct workshops or activities designed to educate the job seeker on proper work attire, behaviors, and expectations.
- C.5.4.5.10** The Provider shall assist the job seeker with job exploration and placement, including assessing opportunities for advancement;
- C.5.4.5.11** The Provider shall educate potential employers about disability related issues including pertinent legislation.
- C.5.4.5.12** The Provider shall make a minimum of three face-to-face contacts with the job seeker within 30 days from the date of beginning job development services. This can include virtual meetings via electronic platform. Providers shall keep records of the meeting by documenting the client's participating via electronic or wet signature sign-in sheets. The length of these contacts should be at least 30 minutes with the person being supported.
- C.5.4.5.13** The Provider shall submit Job Development Progress Report and Job Search Service Log to the District at ddrsa.reports@dc.gov by the 10th of the month during the job development and job search phase up until the job seeker is placed. The progress reports shall also include the actions of completing applications, following up with employers and the name of the business and the actual position applied for should be included in the job development report, so the counselor is aware that the jobs are consistent with the agreed upon job goal identified on the IPE. The report must be approved by the VR Specialist first prior to submission of the invoices. The Job Development Progress Report and Job Search Service Log (See Appendix A Form 0002) shall be the basis for submitting invoices for the first three months, but the Provider shall continue to submit these monthly reports thereafter until the job seeker is placed.
- C.5.4.5.14** The Provider shall invoice per report approved by the VR Specialist for three months consistent with the job placement and supported employment rates, unless the job seeker is placed in a job within less than three months. The Provider shall not receive more than three months for Job Development Progress Reports. If the job seeker is placed in a job within less than three months, the Provider shall automatically receive payment for the difference between the

maximum amount and the amount the Provider has already invoiced for the job seeker.

- C.5.4.5.15** The Provider shall develop employment opportunities in competitive integrated settings using the individual placement model. For supported employment placements, priority should be given to job sites that are amenable to providing natural supports.
- C.5.4.5.16** The Provider shall not place the District person in an on-call, seasonal, or temporary position.
- C.5.4.5.17** The Provider shall receive approval of all IPE goals from VR Specialist, who referred the District person for the services, and the District person.
- C.5.4.5.18** The Provider shall conduct job development and job placement consistent with the job seeker's identified abilities, capabilities, interests, strengths, priorities, informed choice, and established IPE. This shall involve a systematic study of the work environment and job task analysis, the knowledge of the job seeker's abilities and performance on job sites.
- C.5.4.5.19** The Provider shall arrange an appointment with the VR Specialist, the person and the employment specialist to staff the case in the event that the person is not placed after 90 days from the time job development services started, to discuss the progress in order to identify the impediments and reasons why the person has not successfully gained employment. Case staffing shall occur every 30 days thereafter until the person is successfully placed.
- C.5.4.5.20** The Provider shall utilize the Job Development Progress Report that outlines the demographic information of the client supported, along with current stressors, job development activities, prognosis toward employment readiness, impediments affecting progress toward employment readiness, progress toward employment goal, other recommendations for VR Specialist consideration, and next steps.
- C.5.4.5.21** The Provider shall maintain a Job Search Service Log that provides a summary of each contact, including a description of the job search activities performed, level of the person's participation and any necessary follow-up required/performed. The Job Search Service Log must be signed by the job developer or job coach and the Provider's administrator or program coordinator. A list confirming the jobs where a client has applied will be made available upon request of the VR Specialist or VR supervisor.
- C.5.4.5.22** **Non-Billable Reports:** Non-Billable Reports should be submitted each month following the 90-day milestone report and invoice and until the person is successfully placed on a job
- C.5.4.5.23** **Reporting Requirements for Job Development:**
- C.5.4.5.22.1** The Provider shall submit monthly job development reports until services are completed.
- C.5.4.5.22.2** The Provider shall submit the Job Development Report (See Appendix A Form 0002) per person to the District at ddrsra.reports@dc.gov at the end of

every month for each of the three milestones associated with job development services, which shall be the basis for submitting an invoice after approval from the VR Specialist. Such reports shall indicate the type of services provided and the person's progress in the job development process, which will support the employment goal outlined in the individualized plan for employment. Once a report is submitted to the ddrsra.reports@dc.gov inbox, the VR Specialist will respond if the report is approved or rejected. The assigned CA for the provider will be on that approval or rejection. If a report is rejected, the VR Specialist will provide the reason for the rejection and allow the provider an opportunity to correct the report and receive approval.

C.5.4.5.24 Invoice Requirement for Job Development:

Refer to the invoice instructions in Sections C.5.3 and G.3

C.5.4.6 Job Placement and Job Stabilization:

C.5.4.6.1 Job Placement - Job Coaching:

C.5.4.6.1.1 The Provider shall provide job coaching services that are time limited based on identified needs of the person, when ordered. Job Coaching services are not typically provided in job placement with the expectation that persons in Job Placement do not require intensive supports as those required by persons in Supported Employment. Hence, job coaching services for the job placement program are not automatically provided and are intended only to be a standby service when required because the built-in stabilization supports will not be adequate to address needed supports.

C.5.4.6.1.2 The Provider may conduct time-limited and less intensive job coaching services to persons in need of one-on-one job coaching as requested and/or agreed upon by the VR Specialist, person and/or Employer.

C.5.4.6.1.3 The Provider may recommend job coaching based on the information obtained from work observation for at least 15 business days. Approval for job coaching is contingent on the submission of a Job Coaching Justification, which shall outline the plan and the tasks that require job coaching. The Job Coaching Justification form (See Appendix A Form 0008) shall include the knowledge of job description, skills, abilities, physical demands and other characteristics required to perform those tasks as well as projected frequency and duration of job coaching.

C.5.4.6.1.4 The Provider shall receive approval of the recommendation for job coaching from the VR Specialist (based on the justification) and amended into the IPE.

C.5.4.6.1.5 The Provider shall receive a copy of District's purchase authorization form for job coaching before providing the services.

C.5.4.6.1.6 Job coaching justification shall be submitted at any time but not earlier than 15 business days from the date of placement. The Provider must conduct observation in the work site during this time to warrant the need for job coaching.

C.5.4.6.1.7 The Provider shall submit monthly job coaching progress with a Job

Coaching Service Log (See Appendix A Form 0014) reports to the District at ddrsra.reports@dc.gov until authorized services are completed.

- C.5.4.6.1.8** The Provider shall assist the person in on-the-job training in work and work-related skills required to perform on the job based on the job task analysis.
- C.5.4.6.1.9** The Provider shall ensure that the work site support is intervention-oriented and designed to enhance work performance, modify inappropriate behaviors, re-training as jobs change, and provide ongoing counseling and assistance to ensure job retention.
- C.5.4.6.1.10** The Provider shall supervise and monitor the person in the workplace except if the person waives a job coach.
- C.5.4.6.1.11** The Provider shall assist the person to maintain employment such as through the effective use of community resources; break or lunch rooms, transportation systems, mobility training and changing jobs.
- C.5.4.6.1.12** The Provider shall consult with the person employer, co-workers or supervisors, as necessary, to address issues that threaten job stability; and
- C.5.4.6.1.13** The Provider shall ensure that the person retains the job after employment has been obtained.
- C.5.4.6.1.14** The Provider shall facilitate integration and establishment of natural supports at the job site.
- C.5.4.6.1.15** The Provider shall ensure that all services provided to persons reflect person-centered planning and thinking with recognition that the person drives the process.
- C.5.4.6.1.16** The Provider shall assist persons with improving their understanding and adjustment to employment, personal appearance, occupational behaviors, handling of money and social adjustment at work.
- C.5.4.6.1.17** The Provider shall provide job coaching services based on the approved hours in the District purchase authorization form.
- C.5.4.6.2** **Reporting requirement for Job Placement – Job Coaching:**
- C.5.4.6.2.1** The Provider shall submit monthly (Job Coaching Progress Report with Job Coaching Service Log and a copy of the pay stub) until authorized job coaching services are completed.
- C.5.4.6.2.2** The Provider shall submit the Job Readiness Attendance Report (See Appendix A Form 0003) per person to the District at ddrsra.reports@dc.gov at the end of every month, which shall be the basis for submitting an invoice after approval from the VR Specialist. Such reports shall indicate the type of services provided and the person’s progress acquiring soft skills, which will support the development of an employment goal.
- C.5.4.6.2.3** The Provider shall submit a Job Stabilization Progress Report (See Appendix A Form 0009) every 30 days together with a Job Stabilization Service Log that documents the dates and time that services and supports were provided.

This shall be the basis for submitting an invoice.

C.5.4.6.2.4 The Provider shall invoice the District for a placement fee consistent with the job placement or supported employment rate if the work experience results in paid employment whereby the employer decides to hire the person after the completion date (depending upon the program the person is placed) upon submission of the Placement Information Report (for job placement) or SE Initial Placement Report (for Supported Employment).

C.5.4.6.2.5 The Provider shall agree that any additional services required after placement shall be identified and paid corresponding to the rates and conditions established for either job placement or supported employment services.

C.5.4.6.2.6 The Provider may provide more than one instance of transitional work experience to one person or participant for varying exposure and opportunities, but each person should not participate more than three times in in transitional work experience.

C.5.4.6.3 Invoice Requirement for Job Placement and Job Coaching:

Refer to the invoice instructions in Sections C.5.3 and G.3

C.5.4.7 Job Stabilization:

C.5.4.7.1 The Provider shall place the person in a job consistent with the employment goal on the IPE.

C.5.4.7.2 The Provider shall contact the VR specialist if the person wants to change the employment goal or if the employment goal may not be suitable for him or her. The IPE's employment goal must be addressed prior to continuing the services provided to the person.

C.5.4.7.3 The Provider shall complete arrangements to start a person at a particular job, including:

C.5.4.7.3.1 Arrangement of job site visit;

C.5.4.7.3.2 Negotiation with the employer regarding the terms of the placement and training program;

C.5.4.7.3.3 Identification of key performance criteria and training standards; and

C.5.4.7.3.4 Arrangement of necessary travel, benefits, and accommodations to enable the worker to report to work on the start date.

C.5.4.7.4 The Provider shall use the following service and reporting elements for Placement:

C.5.4.7.4.1 The person is offered competitive integrated employment (refer to C.3 for the definition of competitive integrate employment) by the employer, agrees to start on the job, and a start date is established;

C.5.4.7.4.2 Job support strategies, additional plans for fading of support, and necessary hours of support including natural supports and factors mitigating need for support including a good job match;

C.5.4.7.4.3 The Provider was actively involved in assisting the person in obtaining the job;

C.5.4.7.4.4 All the monthly job development progress reports up until placement have been submitted; and

C.5.4.7.4.5 The Person must be physically and effectively starting the competitive integrated employment prior to submission of the placement report. The Placement report must be approved by the VR Specialist prior to submitting the invoice.

C.5.4.7.5 The Provider shall render support services to a person who has been placed in and started employment. The placement report must be approved by the VR Specialist before the provider renders job stabilization services.

C.5.4.7.6 Suitability of Job Placement:

The Provider shall document all relevant placement information in the Job Placement Information Form or Supported Employment Initial Placement Form (depending on the program), which shall be submitted to the District at ddrsa.reports@dc.gov within two business days of an employment offer.

The Provider shall submit placement information to the VR Specialist as soon as placement information has been obtained (preferably before employment start date), to enable the VR Specialist to determine suitability of placement.

The Provider shall obtain District purchase authorization for job coaching for persons in a supported employment plan once placement suitability is determined from the VR Specialist if a person is in a VR plan and the placement is suitable, the VR Specialist will issue the District purchase authorization for job stabilization services for the person's job placement. The Placement Information Report (Job Placement, See Appendix A Form 0007) or SE Initial Placement Report (Supported Employment, See Appendix A Form 0012) with a document verifying employment (to include, but not be limited to employment offer letter or employer certification) shall be the basis for approval prior to submitting an invoice.

C.5.4.7.7 Job Stabilization Progress Report:

C.5.4.7.7.1 The Provider shall submit an invoice for job stabilization only after the person starts employment, excluding background check and hiring processes.

C.5.4.7.7.2 The Provider shall submit a Job Stabilization Progress Report with a Job Stabilization Service Log (See Appendix A Form 0009) the District at ddrsa.reports@dc.gov upon 45 days of placement. After the approval of the report, the Provider shall receive a District purchase authorization from the referring VR Specialist for submitting the invoice for payment processing.

C.5.4.7.7.3 The Provider shall negotiate with the employer and develop a plan to achieve competitive employment for the person who is receiving less than minimum wage and this shall be contained in the Job Stabilization Closure Report.

C.5.4.7.8 Job Stabilization Closure Report:

The Provider shall submit a Job Stabilization Closure Report (See Appendix A Form 0009,) to the District at ddsrsa.reports@dc.gov when the person is eligible for successful case closure as defined by the person has been in a competitive integrated employment for a minimum of 90 days and the person has retained and secured their employment without posing a risk of losing the job.

The Provider shall receive a District purchase authorization for submitting the invoice for payment processing upon the VR Specialist receiving and approving the Job Stabilization Closure Report certifying the case is ready for closure.

C.5.4.7.9 Reporting Requirements for Job Placement and Job Stabilization:

C.5.4.7.9.1 The Provider shall submit a Job Placement and Job Stabilization Progress Report (See Appendix A Form 0009) every 30 days together with a Job Stabilization Service Log that documents the dates and time that services and supports were provided. This shall be the basis for submitting an invoice.

C.5.4.7.9.2 The Provider shall invoice the District for a placement fee consistent with the job placement or supported employment rate if the work experience results in paid employment whereby the employer decides to hire the person after the completion date (depending upon the program the person is placed) upon submission of the Placement Information Report (for job placement) or SE Initial Placement Report (for Supported Employment).

C.5.4.7.9.3 The Provider shall agree that any additional services required after placement be identified and paid corresponding to the rates and conditions established for either job placement or supported employment services.

C.5.4.7.9.4 The Provider may provide more than one instance of transitional work experience to one person or participant for varying exposure and opportunities, but each person should not participate more than three times in in transitional work experience.

C.5.4.7.10 Invoice Requirement for Job Stabilization Closure Report:

Refer to the invoice instructions in Sections C.5.3 and G.3

C.5.4.8 Supported Employment – Job Coaching:

C.5.4.8.1 The Provider shall provide job coaching service at the person’s employment site in a continuous process following placement. Multiple services are provided during job coaching that may include but not limited to:

C.5.4.8.1.1 Job orientation and assessment;

C.5.4.8.1.2 Travel training;

C.5.4.8.1.3 Job skill training at the work site;

C.5.4.8.1.4 Development and maintenance of production levels as expected by the employer;

C.5.4.8.1.5 Advocacy with co-workers and/or employer to promote acceptance of the worker and the person’s integration with the work force;

- C.5.4.8.1.6** Advocacy with person's residence, treatment services, and benefits programs to promote support in relation to the employment;
- C.5.4.8.1.7** Assistance in negotiating provision of reasonable accommodations; and
- C.5.4.8.1.8** Periodic reassessment and alteration of strategies, as appropriate.
- C.5.4.8.2** The Provider shall ensure that the work site support is intervention-oriented and designed to enhance work performance, modify inappropriate behaviors, re-training as jobs change, ongoing counseling and assistance to ensure job stabilization.
- C.5.4.8.3** The Provider shall monitor the person's progress, performance and adaptation of the person either through direct contact with the person or through job-site supervisor reports.
- C.5.4.8.4** The Provider shall assist the person to maintain employment such as through the effective use of community resources; break or lunch rooms, transportation systems, mobility training and changing jobs.
- C.5.4.8.5** The Provider shall consult with the person's employer, co-workers or supervisors, as necessary, to address issues that threaten job stability with the person's consent.
- C.5.4.8.6** The Provider shall ensure that the person obtains job stability after employment has been obtained and provide a copy of the person's pay stub to the VR Specialist.
- C.5.4.8.7** The Provider shall deliver job coaching services based on the approved hours in the District Purchase authorization form for the purpose of monitoring the person's progress on the job until it is determined that the person is stabilized on the job. All authorized job coaching hours on the District Purchase authorization shall be used during serving the person at the work site. The job coaching hours shall not be used during transportation, break, and social time. The number of job coaching hours required is to be discussed with the Provider, VR Specialist, and person receiving services. The VR Specialist ultimately determines the number of job coaching hours to be provided.
- C.5.4.8.8** The Provider shall notify the District on the person's progress via monthly reports. A baseline report – Job Coaching Day 30 Report (See Appendix A Form 0013) – shall be submitted during the first month of providing job coaching. The Job Coaching Progress Reports (See Appendix A Form 0014) shall be submitted to the District at ddrsa.reports@dc.gov every month thereafter and it shall include, as appropriate:

 - C.5.4.8.8.1** A summary of progress as it relates to the PCEP to include notes about any significant changes to the plan;
 - C.5.4.8.8.2** Information regarding the job, including average hours worked per week and hourly wage earned;
 - C.5.4.8.8.3** A job analysis and task identification upon initial placement;
 - C.5.4.8.8.4** A summary of the person's performance and progress and continuing support

needs; and

- C.5.4.8.8.5** The basis for determining that the placement is satisfactory, including that the job placement is compatible with the approved IPE goal, is consistent with the person's employment factors taking into account the person's functional limitations, and that both the individual and the employer are satisfied with the placement and with the level of support provided.
- C.5.4.8.9** The Provider's report shall state what direct services were provided and the number of hours of service provision. The specific services shall be described in the context of the barriers or issues being addressed, and outcome when known.
- C.5.4.8.10** The Provider's narrative report shall also address the need for additional assistance from the District, to include, but not be limited to, adaptive equipment, training, or services from sources other than the primary service provider when identified.
- C.5.4.8.11** The Provider shall provide job coaching services once the person has been determined stabilized on the job by the District consistent with the District's Supported Employment Policy based on the progress noted during job coaching. A notification of transition to extended services shall be provided to the Provider indicating that job coaching has been determined. District purchase authorization forms for job coaching for stabilization shall be issued to the Provider for this purpose. Job coaching services shall consider and address the following factors:
 - C.5.4.8.11.1** The person's knowledge and performance of the essential tasks of the job;
 - C.5.4.8.11.2** The person's attendance and punctuality within acceptable standards;
 - C.5.4.8.11.3** The person's social adjustment in the work place;
 - C.5.4.8.11.4** The employer's satisfaction with the employee's job performance as well as person's satisfaction with the job and the ongoing support services; and
 - C.5.4.8.11.5** Any other factors as identified during periodic assessment and/or noted in the PCEP.
- C.5.4.8.12** The Provider shall provide on-going support services that must include, at a minimum, twice-monthly monitoring at the work site of each individual in supported employment to assess employment stability. If off-site monitoring is determined to be appropriate, it must, at a minimum, consist of two meetings with the individual and one contact with the employer each month. Ongoing support services may consist of but not limited to the following services:
 - C.5.4.8.12.1** Any particularized assessment supplementary to the comprehensive assessment of rehabilitation needs;
 - C.5.4.8.12.2** The provision of job skilled trainers who accompany the individual for intensive job skill training at the work site;
 - C.5.4.8.12.3** Job development and training;
 - C.5.4.8.12.4** Social skills training;
 - C.5.4.8.12.5** Regular observation or supervision of the person;

- C.5.4.8.12.6** Follow-up services including regular contact with the employers, persons, the parents, family members, guardians, advocates or authorized representatives of the persons, and other suitable professional and informed advisors, in order to reinforce and stabilize the job placement; and
- C.5.4.8.12.7** Facilitation of natural supports at the worksite.
- C.5.4.8.13** The Provider shall submit a Letter of Commitment to the VR Specialist if the Letter of Commitment has not been previously submitted due to the extended service provider not being identified during Intake and Assessment.
- C.5.4.8.14** The Provider shall continue to assist persons in improving their understanding and adjustment to employment, personal appearance, occupational behaviors, handling of money and social adjustment at work.
- C.5.4.8.15** The Provider shall facilitate integration of natural supports at the job site.
- C.5.4.8.16** The Provider shall implement the plan for fading as indicated in the PCEP.
- C.5.4.8.17** The Provider shall make available case documentation and submit the Job Coaching Progress Report together with a Job Coaching Service Log (See Appendix A Form 0014) to the District at ddrsa.reports@dc.gov.
- C.5.4.8.18** The Provider shall negotiate with the employer and develop a Plan to Achieve Competitive Employment for the person who is receiving less than minimum wage and this shall be contained in the Job Coaching Progress Report.
- C.5.4.8.19** The Provider shall develop, complete and submit a Plan for Extended Services Supports (PESS, See Appendix A Form 0018) to the VR Specialist if there will be no funding source for an extended services Provider. It will include at a minimum:
- C.5.4.8.19.1** A description of services to be provided by natural supports;
- C.5.4.8.19.2** Identify who will provide the planned support services;
- C.5.4.8.19.3** Contact information of responsible party if problems arise; and
- C.5.4.8.19.4** How to make direct contact to obtain help with those problems.
- C.5.4.8.20** The Provider shall provide job coaching services until the point of transition to extended services.
- C.5.4.8.21** **Reporting Requirements for Supported Employment – Job Coaching:**
- C.5.4.8.21.1** The Provider shall invoice for the initial placement under the supported employment payment structure upon completion and approval of Supported Employment Initial Placement Information form by the VR Specialist and submission of monthly job development reports up until placement once the job seeker is placed.
- C.5.4.8.21.2** The provider shall invoice at the customized employment rate found in Section B.8.3 if the SE Initial Placement Report (Appendix A Form 0012) includes the employer verification specifying how the placement was

customized for the person utilizing a flexible strategy (to include, but not be limited to whether the position existed before and how the position was adapted to the needs of the person as substantiated by a position description both in its original and revised forms or whether the position existed before and was carved out based on the person's unique strengths, interests, abilities and capabilities as substantiated by a position description developed specifically for the person.) The SE Initial Placement Report shall be submitted to the District at ddrsra.reports@dc.gov within 30 days of the SE placement service authorization, including the above required information and shall be the basis for submitting an invoice for customized employment services.

C.5.4.8.21.3 The Provider shall submit the Supported Employment – Job Coaching Service Log 0013 and 0014 with job coaching services (Appendix A)

C.5.4.8.22 Invoice Requirement for Supported Employment-Job Coaching:

Refer to the invoice instructions in Sections C.5.3 and G.3

C.5.4.9 Additional Vocational Rehabilitation Services:

C.5.4.9.1 Discovery Assessment:

C.5.4.9.1.1 Requirement - The Provider shall gather information from different sources which shall include the job seeker, family members, teacher(s) and other people who interact with the job seeker regularly to determine the job seeker's interests, skills, and preferences related to potential employment that guide the development of a customized job.

C.5.4.9.1.2 The Provider shall explain the customized employment process and the activities that may be involved in the individualized, customized job development to the job seeker and family.

C.5.4.9.1.3 Deliverable - The Provider shall record the information gathered utilizing the Positive Personal Profile (See Appendix A Form 0011) which documents the Discovery Assessment and captures relevant job seeker information to guide customized employment job developers through the process of learning a jobseeker's interests, preferences, skills, talents, experiences, dislikes, and support needs. The Positive Personal Profile shall be submitted to the District at ddrsra.reports@dc.gov within 30 days of receipt of District purchase authorization form for services and shall be the basis for submitting an invoice.

C.5.4.9.1.4 Referral Source(s)- The Provider shall require concurrence and approval of the VR Specialist as substantiated by the issuance of a District purchase authorization form. However, referral for discovery assessment may either be initiated by the VR Specialist or may be recommended by the Provider based on the findings from the intake and assessment. Recommendation for discovery assessment.

C.5.4.9.1.5 Process - The Provider shall utilize the following guidelines to carry out the Discovery Assessments:

- C.5.4.9.1.5.1** The Provider shall begin the discovery process with the job seeker, who should define the person's ideal conditions of employment, learning characteristics, interests, preferences, contributions, task competence, and support needs.
- C.5.4.9.1.5.2** The Provider shall observe the job seeker perform activities in a variety of settings, such as the job seeker's home, school, and the neighborhood and community within which the job seeker functions, taking care to document information about the job seeker's interests, support needs, successful support strategies, and performance with notes and pictures.
- C.5.4.9.1.5.3** The Provider shall participate with the job seeker in a novel or unfamiliar activity, as well as family activities or routines, documenting with notes and pictures information about the job seeker's interests, performance, successful support strategies, and interactions with others.
- C.5.4.9.1.5.4** The Provider shall interview people who know the job seeker well to gather and document information about the job seeker's interests, support needs, and performance in various activities.
- C.5.4.9.1.5.5** The Provider shall review relevant records and information available from other sources to learn more about the job seeker.
- C.5.4.9.1.5.6** The Provider shall integrate the information gathered during discovery assessment, and revise or complete the positive personal profile with the job seeker.
- C.5.4.9.1.5.7** The Provider shall continually update this with information about identified skills and workplace contributions, as well as possible vocational areas of interests (to include self-employment options).
- C.5.4.9.1.6** **Reporting Requirement for Discovery Assessment.**
- C.5.4.9.1.6.1** The Provider shall submit monthly Discovery reports until services are completed.
- C.5.4.9.1.6.2** The Provider shall submit the Positive Personal Profile Report if discovery assessment has been authorized by the VR Specialist per person to the District at ddsrsa.reports@dc.gov at the end of every month, which shall be the basis for submitting an invoice after approval from the VR Specialist. Such reports shall indicate the type of services provided and the person's progress in discovery assessment, which will support the development of an employment goal.
- C.5.4.9.1.7** **Invoice Requirement for Discovery Assessment:**
Refer to the invoice instructions in Sections C.5.3 and G.3
- C.5.4.9.2** **Customized Employment:**
- C.5.4.9.2.1** The Provider shall deliver customized employment services when it is deemed as a suitable job search strategy by the VR Specialist following a discovery assessment. The Provider shall receive a District Purchase authorization form indicating services for customized employment.

- C.5.4.9.2.2** Job Search Planning: The Provider shall perform job search planning using the information learned about a job seeker in discovery assessment to develop a plan for meaningful employment, determine a list of potential employers, and conduct or recommend an analysis of benefits.
- C.5.4.9.2.3** The Provider shall develop a plan of employment development activities with the job seeker based on the person's identified employment interest areas, skills, support needs to include a list of potential employers and task list.
- C.5.4.9.2.4** The Provider shall discuss with the job seeker the person's preferences and develop a plan for disclosure of the disability to include timing and manner in which to discuss the disability with the employer.
- C.5.4.9.2.5** The Provider shall develop a strength-based portfolio or resume with the job seeker that represents the person's skills and abilities or contributions for potential employers.
- C.5.4.9.2.6** The Provider shall make a minimum of three face to face contacts within 30 days with the job seeker in conducting customized employment services. This can include virtual meetings via electronic platform. Providers shall keep records of the meeting by documenting the client's participating via electronic or wet signature sign-in sheets.
- C.5.4.9.2.7** The Provider shall submit Job Development Progress Report and Job Search Service Log (See Appendix A Form 0002) to the District at ddrsra.reports@dc.gov by the 10th of each month during the customized employment development phase up until the job seeker is placed: The Job Development Progress Report and Job Search Service Log shall be the basis for submitting invoice for the first three months, but the Provider shall continue to submit monthly reports thereafter until the job seeker is placed. The provider must include the information about the placement in this report consistent with Sec. C.5.4.9.2.21 below.
- C.5.4.9.2.8** The Provider shall invoice per report for three months consistent with the supported employment rates, unless the job seeker is placed in a job within less than three months. The Provider shall limit the Job Development Progress Report to three months.
- C.5.4.9.2.9** The Provider shall automatically receive payment for the difference between the maximum amount and the amount the Provider has already invoiced for the job seeker if the job seeker is placed in a job within less than three months,.
- C.5.4.9.2.10** **Job development and negotiation:** The Provider shall work collaboratively with the job seeker, the job seeker's support system and the employer to negotiate a customized job; the provision of supports; and the terms of employment that will match the job seeker's interests, skills, conditions necessary for success and specific contributions to fill the unmet needs of an employer.
- C.5.4.9.2.11** The Provider shall present the job seeker to the employer in a manner establishing the person's value to the organization (that is, specifically

connect the person's strengths to organization needs).

- C.5.4.9.2.12** The Provider shall set up informational interviews with potential employers.
- C.5.4.9.2.13** The Provider shall conduct informational interviews and participate in tours of businesses with potential employers to learn about the businesses, their operations, the business cultures, the work environments, and current or anticipated future opportunities and challenges facing each business.
- C.5.4.9.2.14** The Provider shall determine potential needs of an employer using information gathered in informational interviews and tours to determine a business need.
- C.5.4.9.2.15** The Provider shall identify social networks, strategically enter those networks, and act as a bridge to develop social capital (that is, relationships which can be leveraged to match the jobseeker's interests and strengths) for the jobseeker.
- C.5.4.9.2.16** The Provider shall develop a formal or informal customized employment proposal with the job seeker that fills the employer's business need with the jobseeker's contributions and share with the VR counselor
- C.5.4.9.2.17** The Provider shall contact the employer to schedule a customized job development meeting with the employer.
- C.5.4.9.2.18** The Provider shall conduct a customized job development meeting with the employer and job seeker to negotiate a customized job description, job supports, and terms of employment (for example, hours, pay).
- C.5.4.9.2.19** The Provider shall analyze how to maximize naturally occurring supports, building on the organization's training and development programs to ensure that the job seeker will have adequate on-going support resulting in continuing meaningful employment.
- C.5.4.9.2.20** The Provider shall invoice for the initial placement under the supported employment payment structure upon completion and acceptance of Supported Employment Initial Placement Information form by the VR Specialist and submission of monthly job development reports up until placement once the job seeker is placed.
- C.5.4.9.2.21** The provider shall invoice at the customized employment rate found in Section B.8.3 if the SE Initial Placement Report (Appendix A Form 0012) includes the employer verification specifying how the placement was customized for the person utilizing a flexible strategy (to include, but not be limited to whether the position was existing before and how the position was adapted to the needs of the person as substantiated by a position description both in its original and revised forms or whether the position was not existing before and was carved out based on the person's unique strengths, interests, abilities and capabilities as substantiated by a position description developed specifically for the person).
- C.5.4.9.2.22** The Provider shall continue to deliver services under the Supported Employment payment structure for job coaching and job stabilization until

the person's case is transitioned to extended services. Other customized employment post-placement activities may also include but not limited to:

- C.5.4.9.2.23** The Provider shall assist the job seeker in reporting benefits and monitoring impact of employment on benefits based on the benefits plan developed during discovery.
- C.5.4.9.2.24** The Provider shall maintain close contact with both the employee and employer during post-employment job training to resolve problems and continue to evaluate performance, work behavior, and production (for example, set up regular meeting schedule).
- C.5.4.9.2.25** The Provider shall prepare and maintain employment records.
- C.5.4.9.2.26** The Provider shall renegotiate, as needed, with the employer regarding tasks, additional responsibilities, promotion and career advancement increased wages, and support provided after job starts.
- C.5.4.9.2.27** The Provider shall support problem resolution processes by coaching the employer and the employee, while respecting the business culture, organizational processes, and policies and procedures.
- C.5.4.9.2.28** The Provider shall maintain close contact with the employee and employer during the tenure of employment up until transition to extended services to ensure satisfaction and to quickly resolve issues as they arise.
- C.5.4.9.2.29** **Reporting requirement for Customized Employment.**
- C.5.4.9.2.28.1** The Provider shall submit monthly services are completed.
- C.5.4.9.2.28.2** The Provider shall submit the Customized Employment Report for each person to the District at ddsrsa.reports@dc.gov at the end of every month, which shall be the basis for submitting an invoice after approval from the VR Specialist. Such customized employment reports shall include the following elements: (1) the job exploration that was facilitated by the provide with individual; (2) how the provider worked with an employer to facilitate the customized employment placement, including customizing a job description based on current employer needs or on previously unidentified and unmet employer needs; developing a set of job duties, a work schedule and job arrangement, and specifics of supervision (including performance evaluation and review), and determining a job location; representation by a professional chosen by the individual, or self- representation of the individual, in working with an employer to facilitate placement; and providing services and supports at the job location.
- C.5.4.9.2.30** **Invoice Requirement for Customized Employment:**
Refer to the invoice instructions in Sections C.5.3 and G.3
- C.5.4.9.3** **Support Service Provider (SSP) for Deaf-Blind:**
- C.5.4.9.3.1** The Provider shall meet with the deaf blind person and review documentation provided by the VR Specialist.

- C.5.4.9.3.2** The Provider shall assess the deaf blind person's employment information, interest in doing the job, transportation to and from work and family support.
- C.5.4.9.3.3** Provider shall identify the deaf blind person's disability factors and needs for reasonable accommodations.
- C.5.4.9.3.4** The Provider shall provide up to two hours of orientation to the deaf blind person on how to use the SSP service.
- C.5.4.9.3.5** The Provider shall provide the Deaf Blind person and/or employer a brief explanation about the SSP program.
- C.5.4.9.3.6** The Provider shall not interpret between the deaf blind person and communicator(s).
- C.5.4.9.3.7** The Provider shall collaborate with the sign language interpreter in providing an interpreting service to the deaf blind person.
- C.5.4.9.3.8** The Provider shall not provide any type of training to the deaf blind person. The Provider can collaborate with the job coach in providing training for the deaf blind person.
- C.5.4.9.3.9** The Provider shall provide both useful and interesting information pertaining to the visual environmental settings, facilitate communication between the deaf blind person and individuals, read prints, but are not limited to instructions and policy and procedure manuals at employment.
- C.5.4.9.3.10** The Provider shall accompany the deaf blind person to and from employment to facilitate regular attendance.
- C.5.4.9.3.11** The Provider shall not make a decision for the deaf blind person and shall not act in a custodial or guardian role.
- C.5.4.9.3.12** The Provider shall not exceed fifteen (15) hours per week of providing a SSP service to the deaf blind person.
- C.5.4.9.3.13** The Provider shall notify the VR Specialist on the deaf blind person's progress via reports after providing the service.
- C.5.4.9.3.14** The Provider may opt to follow or pattern their training after the Department of Labor Office of Disability and Employment Policy's (DOL-ODEP) Soft Skills to Pay the Bills – Mastering Soft Skills for Workplace Success.
- C.5.4.9.3.15** The Provider's training may include, but not limited to, the following areas with the expected outcomes:
- C.5.4.9.3.15.1** **Travel training** – demonstrates ability to use transportation to access one or more specific locations.
- C.5.4.9.3.15.2** **Socially appropriate behavior skills training** – demonstrates appropriate behavior in selected setting on a routine basis.
- C.5.4.9.3.15.3** **Daily living skills** – demonstrates skills necessary to function independently, to include, but not limited to, food preparation and homemaking,

- C.5.4.9.3.15.4** **Communication skills** - communicating honestly and clearly, related to authority figures, co-workers, peers, demonstrating appropriate phone etiquette, interacting and cooperating appropriately with groups. For the Deaf - understanding hearing culture, how to relate to hearing co-workers, peers, and authority figures, use of alternative communication skills/ assisting listening devices.
- C.5.4.9.3.15.5** **Grooming** – demonstrate appropriate grooming skills and hygiene for work setting.
- C.5.4.9.3.15.6** **Problem solving** - provides appropriate solutions to pre- identified work related barriers.
- C.5.4.9.3.15.7** **Goal setting** - demonstrates understanding of realistic goals/objectives.
- C.5.4.9.3.15.8** **Time management** – demonstrating effective time scheduling, understands the importance of punctuality and attendance, meeting deadline, scheduling appointments appropriately.
- C.5.4.9.3.15.9** **Self Concept/Self motivational skills training** - demonstrates understanding of personal assets, skills, and abilities.
- C.5.4.9.3.15.10** **Banking, Financial/Money Management** - demonstrates an understanding of basic budgeting, banking services and the responsible use of credit.
- C.5.4.9.3.15.11** **Work Traits/Work ethics** - demonstrates appropriate attendance/tardiness record, relates well with co-workers and supervisors, recognizes "quality" work, competes appropriately.
- C.5.4.9.3.15.12** **Conflict resolution** - demonstrates ability to cope with and appropriately resolve work related conflicts.
- C.5.4.9.3.15.13** **Disability awareness** - demonstrates ability to explain one's disability and offer solutions to disability related problems in an employment setting.
- C.5.4.9.3.16** The Provider shall conduct the soft skills training service in a group with a minimum of two but not to exceed 12 persons and invoice at a rate of per person per day in a group setting, where one training day is equivalent to six hours. The training shall not exceed 12 days or a total of 72 hours spread across six weeks, which can be broken down to smaller chunks of training time as long as it can be added up to or is divisible by six hours so a training day can be payable. For example, the schedule can be two days a week with six hours per day or three days a week with six hours per day on a Saturday and two classes of three hours each during weekdays.
- C.5.4.9.3.17** The Provider shall make soft skills training available to start every month for every batch. The provider shall furnish the District with the training syllabus or course outline and a set schedule of training start dates so the VR Specialists can anticipate which batch their referred person can join and plan accordingly.

C.5.4.9.3.18 Reporting requirement for Support Service Provider (SSP) for Deaf-Blind

C.5.4.9.3.18.1 The Provider shall submit the Job Readiness Attendance Report (See Appendix A Form 0003) per person to the District at ddrsra.reports@dc.gov at the end of every month, which shall be the basis for submitting an invoice after approval from the VR Specialist. Such reports shall indicate the type of services provided and the person's progress acquiring soft skills, which will support the development of an employment goal.

C.5.4.9.3.18.2 The Provider shall submit a Job Stabilization Progress Report (See Appendix A Form 0009) every thirty (30) days together with a Job Stabilization Service Log that documents the dates and time that services and supports were provided. This shall be the basis for submitting an invoice.

C.5.4.9.3.18.3 The Provider shall invoice the District for a placement fee consistent with the Job Placement or Supported Employment rate if the work experience results in paid employment whereby the employer decides to hire the person after the completion date (depending upon the program the person is placed) upon submission of the Placement Information Report (for Job Placement) or SE Initial Placement Report (for Supported Employment).

C.5.4.9.3.18.4 The Provider shall agree that any additional services required after placement shall be identified and paid corresponding to the rates and conditions established for either Job Placement or Supported Employment Services.

C.5.4.9.3.18.5 The Provider may provide more than one instance of transitional work experience to one person or participant for varying exposure and opportunities, but each person should not participate more than three times in in transitional work experience.

C.5.4.9.3.19 Invoice Requirement for Support Service Provider (SSP) for Deaf-Blind:

Refer to the invoice instructions in Section C.5.3 and G.3

C.5.5 Provider Requirements

C.5.5.1 Performance Metric for District HCA Providers

C.5.5.2 District HCA Providers shall be evaluated based on employment outcomes to continue to be eligible to receive additional referrals for Job Placement services.

C.5.5.3 HCA Providers shall be evaluated quarterly from the start date of first referral for intake and assessment

C.5.5.4 The Provider must maintain a performance rate of at least 25% (place 25% of referrals in jobs) Performing below 25% will result in a hold of referrals from the District and the Provider will be added to a "do not refer" list. The District may resume referrals to the Provider upon meeting the performance requirement of at least 25%.

- C.5.5.5** Providers who fail to meet 25% employment outcome within three months (quarterly) shall not receive new referrals until 25% of employment outcome requirement is met for all District of Columbia persons referred to them within the three-months period.
- C.5.5.6** District Quality Assurance and Compliance Monitors will calculate the percentage of employment outcomes every quarter and share the result in writing with Providers, and Program and Operation.
- C.5.5.7** Providers will be evaluated at a minimum annually after the first year of an executed HCA (more often in the first year), using the Office of Contracting and Procurements Contractor Performance Evaluation System (CPES) by the CA with input from programs on the following factors:
- C.5.5.7.1** Quality of Product(s)/Service(s)
 - C.5.5.7.2** Timeliness of Product(s)/Service(s)
 - C.5.5.7.3** Cost Control of Product(s)/Service(s)
 - C.5.5.7.4** Management/Business Relations
- C.5.5.8** All CPES evaluations are made public.
- C.5.6** **General Provider Eligibility Requirements:**
- C.5.6.1** The Provider shall maintain complete written job descriptions covering all positions within the Provider's program, which shall be included in the Provider's application. Job descriptions shall include education, experience and/or licensing certification criteria, description of duties and responsibilities, hours of work, salary range, background check and performance evaluation criteria. When hiring staff, the Provider shall obtain and document written work experience and personal references, which shall be available for review upon request by the District or other investigative or enforcement agencies.
- C.5.6.2** The Provider shall ensure each specialists, employees, and sub-contractors having potential to serve persons with disabilities who are 17 years or younger referred under this contract completes a background clearance check 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. This background is required for any staff who is delivering pre-employment transition services to youth with disabilities who are still in secondary school.
- C.5.6.3** The Provider shall have accessibility evaluation with quality assurance of the designated office including, but not limited to, wheelchair accessibility, ADA requirements for halls, office, stairs, restrooms, and doors.
- C.5.6.4** The Provider shall complete HCA orientation and progress report training from the District prior to start of rendering approved services to individuals with disabilities.
- C.5.6.5** The Provider shall provide and maintain a current organizational chart, which displays organizational relationships and demonstrates who has responsibility for administrative oversight and clinical supervision over each HCA activity and staff member.

- C.5.6.6** The Provider shall describe the frequency, duration and methods of supervisory oversight of staff.
- C.5.6.7** The Provider shall notify the contracting administrators in writing of any changes in staffing patterns, job descriptions, or personnel within ten business days of the change.
- C.5.6.8** The Provider shall notify the assigned CA immediately in writing of any exiting employees in compliance with HIPPA.
- C.5.6.9** The Provider shall submit to the CA documentation that all direct and indirect staff, including consultants, be free of communicable diseases and meet the criminal background check requirements of the jurisdiction where the facility is located.
- C.5.6.10** 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 Section G.1.2 or task orders upon request.
- C.5.6.11** The Provider shall maintain documentation that each staff person possesses adequate training to perform the duties for which the person is assigned. Staff person(s) shall meet all applicable requirements for certification and/or licensing and shall be adequately trained to perform required duties.
- C.5.6.12** The Provider shall conduct orientation sessions for all staff members with respect to administrative procedures, program goals, policies, and practices to be adhered to under this HCA.
- C.5.6.13** The Provider shall attend all orientation sessions provided by the District for all staff members with respect to administrative procedures, program goals, policies, and practices to be adhered to under this HCA.
- C.5.6.14** The Provider shall deliver culturally competent services that ensure staff persons understand and are familiar with the person's culture, reinforce positive cultural practices, 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.
- C.5.6.15** The Provider shall deliver linguistically competent services through staff persons or Providers who are fluent in language spoken by the persons with disabilities being referred by the District. These services can be provided through the use of other available resources, to include, but not be limited to adaptive equipment or another person. These services include, but are not being limited to, the Provider's ability to communicate and serve persons identified as deaf, hard of hearing, deaf-blind, visually impaired, blind, Spanish speaking and other languages spoken.
- C.5.6.16** The Provider's service environment shall offer wheelchair, public transportation, language, and other accessibility features for ease of use by persons with determined disabilities accepted for assigned services.

C.5.6.17 The Provider shall ensure its office and any building locations selected to deliver contractual services include multiple ingress and egress routes and comport with fire and building safety codes set forth by the Federal, state, and local jurisdictions where the service(s) are offered, and the District of Columbia, whichever is higher.

C.5.6.18 The Provider shall maintain and make available to the District its documentation to demonstrate compliance with service location requirements, Certificate of Occupancy, Emergency Evacuation/Drilling, and other requirements.

C.5.7 Provider and Staff Qualifications

C.5.7.1 The Provider shall provide sufficient staff qualified to perform the services required in this Section C, which must be approved by the assigned CA prior to executing the HCA and continuing rendering approved services.

C.5.7.2 The Provider shall provide the following staff positions with qualifications as follows:

C.5.7.2.1 Program Manager/Program Coordinator: A master's degree in rehabilitation (preferred) with two years direct experience in rehabilitation services or a master's degree in social science with two years direct experience in a related field or bachelor's degree in a related field with four years of experience in a related field.

C.5.7.2.2 Work Adjustment Trainer/Coordinator: Bachelor's degree in vocational rehabilitation or related field or an associate's degree or 60 college credits in a related field and two years of experience in service delivery to individuals with disabling conditions. Background includes a varied and successful work history in competitive employment settings and possesses knowledge of employer expectations of performance and workplace behaviors. Four years of experience in providing vocational services to persons who have disabling conditions or other significant barriers to employment and knowledge of the local job market may be substituted for education;

C.5.7.2.3 Vocational Trainer/Instructor: Bachelor's degree in vocational rehabilitation or a related field or an associate's degree or 60 college credits and two years of experience in service delivery to individuals with disabling conditions. Four years of experience in service delivery to individuals with disabling conditions may be substituted for education.

C.5.7.2.4 Employment or Placement Specialist: Bachelor's degree in a field of study reasonably related to vocational rehabilitation, social work, psychology, disability studies, business administration, human resources, special education, supported employment, customized employment, economics, or another field that reasonably prepares individuals to work with persons with disabilities and employers or a possesses job placement specialist certificate. A varied and successful work history in competitive employment settings and possesses knowledge of employer expectations of performance and employee behaviors as well as knowledge of the local job market. The specialist shall also have demonstrated paid or unpaid experience, for not less than one year consisting of direct work with persons with disabilities, as an employment or placement specialist, in a setting such as an independent living center, direct service or

advocacy activities to provide such individual with experience and skills in working with persons with disabilities or direct experience as an employer, as a small business owner, or other experience in supervising employees, training, or other activities that provide experience in competitive integrated employment environments. Four years of qualifying experience in providing direct services beyond routine personal care or supervision to individuals with disabilities in a rehabilitation program or facility, or providing vocational and educational services to persons with disabilities may be substituted for education;

- C.5.7.2.5 Job Coach:** Bachelor's degree in vocational rehabilitation or a related field or a job placement specialist certificate; or an associate's degree or 60 college credits and two years of experience in service delivery to individuals with disabling conditions can be accepted. Four years of experience in providing employment-related services to persons who have a disabling condition and knowledge of the local job market may be substituted for education. The job coach must demonstrate the following:
- C.5.7.2.5.1** A varied and successful work history;
 - C.5.7.2.5.2** Considerable knowledge of employer's expectations;
 - C.5.7.2.5.3** The ability to work successfully with a variety of persons with disabilities and employers;
 - C.5.7.2.5.4** The ability to analyze a job and reduce it to manageable components;
 - C.5.7.2.5.5** If providing services to deaf and hard of hearing persons or persons with hearing loss, proficiency in expressive and receptive sign language communication with deaf and hard of hearing persons or persons with hearing loss.
- C.5.7.2.6 Benefits Planner (Counselor):** Minimum of a bachelor's degree in human services or related field; and fully Certified Community Work Incentive Coordinator through the Social Security Administration or fully certified Work Incentive Practitioner; minimum of three years of working with individuals with disabilities;
- C.5.7.2.7 Support Service Provider:** Have at least a bachelor's degree from an accredited college or university, preferably a degree in social work, counseling, deaf education, rehabilitation counseling, psychology, public administration or other related field. Relevant support service provider skills and qualifications include; but are not limited to, the following:
- C.5.7.2.7.1** Possess knowledge and training on deafness, blindness and visual Impairment, deaf blindness and hearing loss, including, but not limited to, language and culture of deaf persons, and social- emotional aspect of losing hearing or vision.
 - C.5.7.2.7.2** Possess a minimum of two years of experience in providing direct services to deaf-blind persons.
 - C.5.7.2.7.3** Demonstrate positive interpersonal skills, professional judgment and negotiation skills. Demonstrate no criminal record as verified by a background check.

- C.5.7.2.7.4** Demonstrate effective communication skills sufficient to understand the deaf blind person's expressed needs and provide appropriate service to the deaf blind person's preferred mode of communication, including American Sign Language (ASL), exact English and other services as necessary.
- C.5.7.2.7.5** Shall possess a driver license and insurance if driving the deaf blind person to a desired destination; and
- C.5.7.2.8** **Additional Requirements for Staff Qualifications:**
- C.5.7.2.8.1** The Provider shall disclose, with discretion, information related to staff qualification and credentials to CA for review and approval for consideration in the informed choice of the people they are serving. The Provider should not place personal information, to include, but not be limited to, home address, phone number and other identifying information on resumes.
- C.5.7.2.8.2** The Provider shall maintain evidence of completion of a professional development course that will satisfy a Basic Employment Certificate or comparable as required by the Association of Community Rehabilitation Educators (ACRE). In addition to the requirements stated above, all staff working directly with persons with disabilities particularly in job development and placement, the following topic areas should be covered by the course or training and obtained within a year:
- C.5.7.2.8.2.1** Application of Core Values and Principles to Practice or Federal Policy and Historical Perspective required four hours;
- C.5.7.2.8.2.2** Individualized Assessment and Employment/ Career Planning or Customer Profile and Employment Selection required six hours;
- C.5.7.2.8.2.3** Community Research and Job Development or Organizational Marketing and Job Development required five hours;
- C.5.7.2.8.2.4** Workplace and Related Supports or Job-Site Training required ten hours;
- C.5.7.2.8.2.5** Others training to include, but not be limited to, Specific Disabilities, Long Term Support, Funding, Benefits Counseling required ten hours;
- C.5.7.2.8.2.6** The total hours of these services are 40 hours; and
- C.5.7.2.8.2.7** Training requirement for C.5.7.2.8.2 may be waived if staff possesses a National Certificate in Employment Services or is a Certified Employment Support Professional.
- C.5.7.2.8.3** The Provider shall ensure that their personnel have a 21st century understanding of the evolving labor force and the needs of persons with disabilities by making them possess specialized training and experience that would enable them to work effectively with persons with disabilities, to assist them to achieve competitive integrated employment and with employers to hire such individuals. Relevant personnel skills include; but are not limited to, the following:
- C.5.7.2.8.3.1** Understanding the medical and psychosocial aspects of various disabilities;
- C.5.7.2.8.3.2** Assessing a person's skills and abilities to obtain and retain

- competitive integrated employment and establishing a plan to meet the person's career goals;
- C.5.7.2.8.3.3** Counseling, case management, and advocacy to modify environmental and attitudinal barriers;
- C.5.7.2.8.3.4** Understanding the effective utilization of rehabilitation technology;
- C.5.7.2.8.3.5** Developing effective relationships with employers in the public and private sectors; and
- C.5.7.2.8.3.6** Delivering job development and job placement service that responds to today's labor market.
- C.5.7.2.8.4** The Provider who are qualified for supported employment service shall have the capability to deliver discovery assessment, customized employment and job coaching.
- C.5.7.2.8.5** Counseling, case management, and advocacy to modify environmental and attitudinal barriers;
- C.5.7.2.8.6** Understanding the effective utilization of rehabilitation technology;
- C.5.7.2.8.7** Developing effective relationships with employers in the public and private sectors; and
- C.5.7.2.8.8** Delivering job development and job placement service that responds to today's labor market.

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SECTION D: HUMAN CARE SERVICE DESCRIPTION AND SCOPE OF SERVICE

D.1 SERVICE PLAN

D.1.1 The Provider shall adhere to its service plan that includes their methodology for providing the services stated in Section C.

D.1.2 The Provider shall adhere to its organizational chart, which displays organizational relationships and demonstrates who has responsibility for administrative oversight and direct supervision over each contract activity/staff member. The Provider shall submit any organizational changes to the CA within five days of the organizational change.

D.2 RECORDS

D.2.1 The Provider shall maintain a record on the persons in the program. The records must be complete, accurate and properly organized. Individual records shall be confidential and maintained in a locked area. Access to the individual records shall be in accordance with Federal and District laws and established the District's policies, all of which will be explained or provided to the Provider by the CA upon award. Individual records shall include the following:

D.2.1.1 Individual identifying information and contact person;

D.2.1.2 Referral form,

D.2.1.3 Initial Evaluation / Individual Needs Assessment (to include, but not be limited to, persons with disabilities' education, vocational history, family background and other pertinent information),

D.2.1.4 Follow-along progress notes,

D.2.1.5 Monthly evaluation, including exact hours of job coach or follow-along intervention;

D.2.1.6 Correspondence and other documents pertinent to the persons with disabilities' case, including reports on discipline, actual or alleged victimization by any other person(s) and a description of action taken by the Provider;

D.2.1.7 A description of supportive services determined to be needed by the individual,

D.2.1.8 Progress notes to include monthly reports that note progress, exact hours of intervention and any changes in the IPE;

D.2.1.9 Case documentation for major interventions and case transactions;

D.2.1.10 Strategies used for completing/maintaining implementation of the IPE, outlining problems resolved or anticipated; and

D.2.1.11 Closure Summary.

D.3 REPORTS

D.3.1 The Provider shall submit the following reports to the District at ddsrsa.reports@dc.gov as described in Section F.3.4, Reporting Processes:

Item No.	FORM/ LETTER	Job Placement	Supported Employment
1	Intake Summary and Assessment Report (ISAR) (Appendix A Form 0001)	X	X
2	Job Development Progress Report Job Search Log (Appendix A Form 0002)	X	X
3	Job Readiness (including pre-employment transition services delivered under the umbrella of job readiness) Attendance Report (Appendix A Form 0003)	X	X
4	Person-Centered Employment Plan (Appendix A Form 0004)	X	X
5	Placement Information Report (Appendix A Form 0007)	X	
6	Job Coaching Justification (Appendix A Form 0008)	X	
7	Job Stabilization Progress Report (Appendix A Form 0009)	X	
8	Job Stabilization Closure Report (Appendix A Form 0009)	X	
9	Positive Personal Profile (Appendix A Form 0011)		X
10	Supported Employment Initial Placement Report (Appendix A Form 0012)		X
11	Job Coaching Progress Report – Day 30 / Job Coaching Service Log (Appendix A Form 0013)		X
12	Job Coaching Progress Report (Appendix A Form 0012)		X
13	Supported Employment Job Stabilization Progress Report (Appendix A Form 0015)		X
14	Letter of Commitment (Appendix A Form 0016)		X
15	Trial Work Experience Report (TWER) (Appendix A Form 0017)		X
16	Plan of Extended Services and Supports (Appendix A Form 0018)		X
17	Provider Performance and Compliance Review Instrument (Appendix A Form 0019)		
18	Provider Improvement Plan (PIP) (Appendix A Form 0020)		
19	Referral Packet Documents (Appendix A Form 0005)		
20	RSA Codes – Service Description and Definitions (Appendix A Form 0006)		

- D.3.2** Reports of all unusual incidents, including allegations of abuse or neglect, involving each person that is provided services or treatment by the Provider to the provider's assigned District's Quality resource specialist, using the District's incident reporting management system.

D.4 **CONFIDENTIALITY**

All services or treatment provided by the Provider through referrals by the District to the Provider shall be provided in a confidential manner. The Provider shall not release any information relating to a person with disabilities of the services or otherwise as to the provision of these services or treatment to any other stakeholder(s) connected with the provision of services under this Agreement, except upon the written referral/ District Purchase authorization form of the individual referral, in the case of a minor, the custodial parent or legal guardian of the individual referral; subpoena and/or court order. The Provider Employment Specialists and those working directly with minor shall not have criminal records and a copy of their back group checks are to be forwarded to the District Contract Administrator and a copy placed in their personal file with that particular Provider.

D.5 **HIPAA PRIVACY 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).

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SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for this contract shall be governed by *clause number 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.
- E.2** **MONITORING: EMPLOYMENT RATING**
- E.2.1** Provider will begin providing service no later than ten business days following the award date. The Provider's employment rate is being observed and documented by CA, QA Monitor and the District employees.
- E.3** **QUALITY ASSURANCE/PERFORMANCE STANDARDS**
- E.3.1** The Provider shall permit the District Office of Quality Assurance and Compliance Monitor(s) (OQACM) to have full access (during District of Columbia business hours) to review its program records, facilities and other materials used during the delivery of services required by this agreement.
- E.3.2** The Provider shall grant admittance to the OQACM at its administrative and program service locations to facilitate completion of announced and unannounced monitoring activities that support collection of information and reporting of findings regarding:
- E.3.2.1** The Provider's achievement of standards outlined within the attached Provider Program Performance & Compliance Review Instrument (See Appendix A Form 0019) incorporated by attachment to this agreement;
- E.3.2.2** The Provider's overall program effectiveness and efficiency;
- E.3.2.3** Consumer satisfaction survey results of the Provider's service delivery;
- E.3.2.4** The Provider's program record documentation, to include, but not be limited to, Personnel, Consumer, Emergency Drills, Consumer Services, Facility Inspections, Accreditation;
- E.3.2.5** The Provider's adherence to applicable policies/procedures incorporated by reference to this agreement (see C.2. Applicable Documents);
- E.3.2.6** The Provider's status of completing items the OQACM cites as "unmet" during a monitoring review; and
- E.3.2.7** The quality and accessibility of the Provider's program space and/or other resources.
- E.3.3** The OQACM shall forward to the Provider within ten business days of the monitoring visit, a preliminary report summarizing the results of the visit.
- E.3.4** The report shall inform the Provider of any corrective actions the Provider shall be required to make in order to comply with the terms of the HCA.
- E.3.5** If the Provider disagrees with any of the findings noted in the preliminary report, the Provider shall within ten business days provide the OQACM with documents and/or documentation supporting the Provider's position.

- E.3.6** Within 10 business days of receipt of any additional documentation, or if the Provider does not respond to the Preliminary Report, the OQACM shall issue a Final Report inclusive of any outstanding findings requiring a Provider Improvement Plan (PIP, See Appendix A Form 0020).
- E.3.7** The Provider shall submit a PIP to the OQACM within ten business days of receipt of the Final Report. The PIP shall provide a plan for correcting any program areas rated as “unmet.”
- E.3.8** The Provider shall have and sustain a quarterly program evaluation system (Quality Assurance System) designed to assess and report aggregate data on the effectiveness of its services to persons with disabilities. The system shall at a minimum incorporate collection and reporting of objective quantitative and qualitative program outcome data related to Consumers’ achievement of IPE and IWP goals and its strategies for goal improvement. *(Note: The resulting quarterly Quality Assurance System report required by this section is not synonymous with Reports required by section C. of this agreement).*
- E.3.9** The Provider’s method of program evaluation shall minimally include the following factors:
- E.3.9.1** Program Goals
 - E.3.9.2** Service Objectives
 - E.3.9.3** Outcomes
 - E.3.9.4** Measures
 - E.3.9.5** Person’s Satisfaction

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SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF HCA

F.1.1 The term of the contract shall be for a period of one year from date of award specified on the cover page of this HCA.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this HCA for a period of four one-year option periods, or successive fractions thereof, by written notice to the Provider before the expiration of the contract; provided that the District will give the Provider preliminary written notice of its intent to extend at least 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 Provider may waive the 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 the Section B 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 years.

F.3 DELIVERABLES REQUIRED BY SERVICES PROVIDED IN AWARDED HCA:

F.3.1 The Provider shall perform the activities required to successfully complete the District's requirements and submit each report to the CA identified in section G.1.2. In accordance with the table in F.3.4, progress reports, must be approved by the VR Specialist prior to submission of the invoices.

F.3.2 The Provider shall send milestone reports to the District at ddsrsa.reports@dc.gov to be disseminated to the appropriate the VR Specialist within five business days of receipt.

F.3.3 The provider shall reach out to the VR Specialist to inquire about the status of the report for direct communication if a response is not received within seven business days from report submission.

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F.3.4 Reporting Processes:

Item No.	Deliverable	Format and Method of Delivery	Due Date
1	Intake Summary and Assessment Report (ISAR) (Appendix A Form 0001) C.5.4.4.1	E-mail to the District, template provided.	Within fifteen (15) business days after the first appointment with the referred person.
2	Person-Centered Employment Plan (Appendix A Form 0004) and submitted together with the ISAR C.5.4.4.1.4	E-mail to the District, template provided.	Submit PCEP to the VR Specialist within 15 business days after the first appointment with the referred person.
3	Job Readiness Attendance Report (including pre-employment transition services delivered under the umbrella of job readiness) which shall be the basis for submitting an invoice after receiving VR Specialist's approval. Such reports shall indicate the type of services provided and the person's progress acquiring soft skills, which will support the development of an employment goal. (Appendix A Form 0003) C.5.4.9.3.1.8.1	E-mail to the District, template provided.	no later than the 10th day of each month,
4	Job Development Progress Report Job Search Log (Appendix A Form 0002) C.5.4.5.13	E-mail to the District, template provided.	Submit no later than the 10th day of each month until placement.

5	Placement Information Report (Appendix A Form 0007) C.5.4.6.2.4	E-mail to the District, template provided.	Submit the placement report when the person is employed and physically starts employment.
6	Job Coaching Justification (Appendix A Form 0008) C.5.4.6.1.3	E-mail to the designated VR staff, template provided.	Submit no later than the 10th day of each month.
7	Job Stabilization Progress Report (Appendix A Form 0009) with a Job Stabilization Service Log and a copy of the pay stub, which shall be approved first prior to the submission of the invoice. C.5.4.7.7	E-mail to the District, template provided.	upon 30 days of employment Submit no later than the 10th day of the following month.
8	Job Stabilization Closure Report (Appendix A Form 0009) receive approval from the VR Specialist prior to submission of the invoice C.5.4.7.8	E-mail to the District, template provided.	After the completion of 90 days employment without posing any impediment and a copy of the pay stub, no later than the 10th day of each month.
9	Personal Positive Profile (Appendix A Form 0011) RSA Purchase authorization form for services and shall be the basis for submitting an invoice after getting approval from the VR Specialist. C.3.38	E-mail to the District, template provided.	Submitted within 30 days of receipt of referral/ Submitted no later than the 10th day of the following month.
10	SE Initial Placement Report (Appendix A Form 0012) C.5.4.8.21.2	E-mail to the District, template provided.	Submit no later than the 10th day of each month.

11	Job Coaching – day 30 (Appendix A Form 0013) C.5.4.8.8	E-mail to the District, template provided.	Monthly, no later than the 30 th day from date of placement.
12	Job Coaching Progress Report (Appendix A Form 0014) C.5.4.8.8	E-mail to the District, template provided.	Monthly until stabilization has been determined.
13	Supported Employment Job Stabilization Progress Report (Appendix A Form 0015) C.5.2.2.3.7	E-mail to the District, template provided.	Submit no later than the 10th day of each month.
14	Letter of Commitment (Appendix A Form 0016) C.5.4.8.13	E-mail to the District, template provided.	Within 15 business days after the job stabilization.
15	Trial Work Evaluations Report (TWER) / Trial Work Service Log (Appendix A Form 0017) C.5.4.2.7.2	E-mail to the District, template provided.	Within 30 days after the completion of assessment.
16	Plan of Extended Services and Supports (Appendix A Form 0018) Submitted together with the Supported Employment Job Stabilization Report C.5.4.8.19	E-mail to the District, template provided.	when there is no paid Provider for extended service
17	Organizational Chart D.1.2	E-mail to the Contract Administrator	Submit to the CA within five business days of the organizational change.
18	Returned referral packet C.5.1.5	E-mail to the District, template provided.	Submit to the VR Specialist one day after the Provider makes a decision to not work with person with disabilities.

19	The Provider's comprehensive performance report C.5.2.3	E-mail to the District, template provided.	end of each month, but no later than the 10th day of the following month.
20	Unusual Incident Report folder or book recording all incident reports, consisting of the follow-up personnel. the report shall include: <ul style="list-style-type: none"> • Person with disabilities' Name • Detailed account of the incident Manor in which the incident is being resolved or has been resolved D.3.2	Telephone call to the CA immediately upon the Provider's knowledge of the incident, followed by: Send an email to the VR specialist, <ul style="list-style-type: none"> • . 	- immediately upon the Provider's knowledge of the incident -Hard copies provided to the CA within forty-eight (48) hours of the incident. -
21	Benefits Summary and Analysis C.5.4.1.3	E-mail to the designated VR staff, template provided.	Within 15 business days after the completion of the service.
22	Benefit Employment Management Report C.5.4.1.4	E-mail to the District, template provided.	Within 15 business days after the completion of the service.

F.3.5 The Provider shall submit to the District, as a deliverable, the report described in section H.4 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Provider does not submit the report as part of the deliverables, final payment to the Provider shall not be paid pursuant to section G.4.2.

F.4 ASSIGNMENT LOG/TIME SHEET

Provider shall submit to the CA and the VR Specialist a copy of each evaluation and an invoice for the completed evaluation within 15 business days from the referral date.

F.5 FAILURE TO PROVIDE SERVICE

The Provider shall not be obligated to accept a referral but must schedule the appointment with the person with disabilities within a reasonable time, usually within ten business days, after the Provider accepts the referral. The appointment may be scheduled over the phone with the initial contact from the referring VR Specialist. If the Provider fails to provide the required evaluation as in the specified terms and conditions, the Provider shall not charge the District

SECTION G: CONTRACT ADMINISTRATION

G.1 CONTRACTING OFFICER

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

Derrick Edwards
Office of Contracting and Procurement
Contracting Officer Serving DDS
250 E St, SW, 6th Floor
Washington, DC 20024
Telephone Number: (202) 730-
E-Mail:

G.1.2 CONTRACT ADMINISTRATOR (CA)

- G.1.2.1** The CA is the representative responsible for the general administration of this HCA and advising the Contracting Officer as to the compliance or noncompliance of the Contractor with the terms of this HCA. The Contracting Officer shall notify the Contractor of the name and address of the CA during the term of the HCA.
- G.1.2.2** In addition, the CA is responsible for the day-to-day monitoring and supervision of this Agreement, including approval of invoices. The CA is not authorized or empowered to make amendments, changes, or revisions to this agreement. The CA for this Agreement shall be identified in the awarded agreement.

G.2 ORDERING AND PAYMENT

- G.2.1** The Contractor **shall not** provide services or treatment under this Agreement unless the Contractor is in actual receipt of a purchase order or task order for the period of the service or treatment that is signed by a Contracting Officer.
- G.2.2** All purchase orders or task orders issued in accordance with this Agreement shall be subject to the terms and conditions of this Agreement. In the event of a conflict between a purchase order or a task order and this Agreement, the Agreement shall take precedence.
- G.2.3** If mailed, a purchase order or task order shall be considered “issued” by the District when deposited in the mail. Purchase orders may be transmitted electronically.

G.3 INVOICE SUBMITTAL

- G.3.1** The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>
- G.3.2** The Contractor shall submit proper invoices monthly or as otherwise specified in Section G.3

G.3.3 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.

G.3.4 Payment shall be made only after performance by the Contractor under the Agreement as a result of a valid purchase order or task order of the agreement, or the purchase order/task order, in accordance with all provisions thereof.

G.4. First Source Agreement Request for Final Payment

G.4.1 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.4.5.

G.4.2 No final payment shall be made to the Contractor's until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirement.

G.5. Assignment of Contract Payments

G.5.1 In accordance with 27 DCMR 3250, the Contractor s 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 Contractors, 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

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.*, as amended, 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 at least 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 the required payment date. The required payment date shall be:

G.6.1.1.1 The date on which payment is due under the terms of this contract;

G.6.1.1.2 Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;

G.6.1.1.3 Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or

- G.6.1.1.4** 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.
- G.6.1.2** No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or before:
 - G.6.1.2.1** 3rd day after the required payment date for meat or a meat product;
 - G.6.1.2.2** 5th day after the required payment date for an agricultural commodity; or
 - G.6.1.2.3** 15th day after any other required payment date.
- G.6.1.3** 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 shall 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 the contract:
 - G.6.2.1.1** Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or
 - G.6.2.1.2** Notify the CO and the subcontractor(s), 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 shall pay subcontractors or suppliers 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 at least 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 the:
 - G.6.2.2.1** 3rd day after the required payment date for meat or a meat product;
 - G.6.2.2.2** 5th day after the required payment date for an agricultural commodity; or
 - G.6.2.2.3** 15th day after any other required payment date.
- 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 is a party. The District 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.6.3.2 The Contractor shall include in each subcontract under this contract a provision that obligates the Contractor, at the election of the subcontractor, to participate in negotiation or mediation as an alternative to administrative or judicial resolution of a dispute between them.

[Delete clause 15, Changes Clause, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 15, Changes Clause, in its place:]

1. Changes:

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider, and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **clause 14 Disputes**.
- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of the contract, unless the CO:
 - (1) Agrees with the Contractor, and if applicable the subcontractor, on a price for the additional work;
 - (2) Obtains a certification of funding to pay for the additional work;
 - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within thirty (30) days after the Contractor submits a proper invoice; and
 - (4) Provides the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
 - (1) Within five (5) business days of its receipt of notice of the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
 - (2) Pay the subcontractor any undisputed amount to which the

subcontractor is entitled for the additional work within ten (10) days of receipt of payment from the District; and

- (3) Notify the subcontractor and CO in writing of the reason(s) the Contractor withholds any payment from a subcontractor for the additional work.
- (d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays until the parties agree on a price for the additional work.

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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 HCA 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 Publicity

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

H.3 Freedom of Information Act

The District of Columbia Freedom of Information Act (FOIA), at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the reliability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.4 51% District Residents New Hires Requirements and First Source Employment Agreement

H.4.1 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.4.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section H.4) in which the Contractor shall agree that:

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

H.4.3 The Contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the previous month. The contract compliance report for the contract shall include the:

H.4.3.1 Number of employees needed;

H.4.3.2 Number of current employees transferred;

H.4.3.3 Number of new job openings created;

H.4.3.4 Number of job openings listed with DOES;

H.4.3.5 Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and

H.4.3.6 Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:

H.4.3.6.1 Name;

H.4.3.6.2 Social security number;

H.4.3.6.3 Job title;

H.4.3.6.4 Hire date;

H.4.3.6.5 Residence; and

H.4.3.6.6 Referral source for all new hires.

H.4.4 If the contract amount is equal to or greater than \$300,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.4.5 With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

H.4.5.1 Document in a report to the CO its compliance with section H.4.4 of this clause; or

H.4.5.2 Submit a request to the CO for a waiver of compliance with section H.4.4 and include the following documentation:

H.4.5.2.1 Material supporting a good faith effort to comply;

- H.4.5.2.2** Referrals provided by DOES and other referral sources;
- H.4.5.2.3** Advertisement of job openings listed with DOES and other referral sources;
and
- H.4.5.2.4** Any documentation supporting the waiver request pursuant to section H.4.6.
- H.4.6** The CO may waive the provisions of section H.4.4 if the CO finds that:
 - H.4.6.1** A good faith effort to comply is demonstrated by the Contractor;
 - H.4.6.2** The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
 - H.4.6.3** The Contractor enters into a special workforce development training or placement arrangement with DOES; or
 - H.4.6.4** DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.
- H.4.7** Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.4.5 and H.4.6, the CO shall determine whether the Contractor is in compliance with section H.4.4 or whether a waiver of compliance pursuant to section H.4.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.
- H.4.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.4.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this section H.4.8.
- H.4.9** The provisions of sections H.4.4 through H.4.8 do not apply to nonprofit organizations.
- H.5** Section 504 of the Rehabilitation Act of 1973, as amended

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

H.6 Americans with Disabilities Act of 1990 (ADA)

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

H.7 Way to Work Amendment Act of 2006

H.7.1 Except as described in H.7.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.7.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.7.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.7.4 The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

H.7.5 The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.7.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

H.7.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

H.7.8 The requirements of the Living Wage Act of 2006 do not apply to:

H.7.8.1 Contracts or other agreements that are subject to higher wage level determinations required by federal law;

H.7.8.2 Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;

H.7.8.3 Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;

H.7.8.4 Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;

H.7.8.5 Contracts or other agreements that provide trainees with additional services

including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

- H.7.8.6** An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- H.7.8.7** Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- H.7.8.8** Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- H.7.8.9** Medicaid Contractor Agreements for direct care services to Medicaid recipients, provided that the direct care service is not provided through a home care agency, a community residence facility, or a group home for persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- H.7.8.10** Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Department of Health Care Finance to provide health services.
- H.7.9** The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.
- H.8** PREGNANT WORKERS FAIRNESS
- H.8.1** 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.8.2** The Contractor shall not:
 - H.8.2.1** 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;
 - H.8.2.2** 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:
 - H.8.2.2.1** Pay;

- H.8.2.2.2** Accumulated seniority and retirement:
- H.8.2.2.3** Benefits; and
- H.8.2.2.4** Other applicable service credits;
- H.8.2.3** 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;
- H.8.2.4** 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;
- H.8.2.5** Require an employee to take leave if a reasonable accommodation can be provided; or
- H.8.2.6** 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.8.3** 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:
 - H.8.3.1** New employees at the commencement of employment;
 - H.8.3.2** Existing employees; and
 - H.8.3.3** An employee who notifies the employer of her pregnancy, or other condition covered by the PPWF Act, within 10 days of the notification.
- H.8.4** The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.
- H.8.5** Violations of the PPWF Act shall be subject to civil penalties as described in the Act.
- H.9** UNEMPLOYED ANTI-DISCRIMINATION
- H.9.1** The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.*
- H.9.2** The Contractor shall not:
 - H.9.2.1** 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
 - H.9.2.2** 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:
 - H.9.2.2.1** Any provision stating or indicating that an individual's status as unemployed

disqualifies the individual for the job; or

H.9.2.2.2 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.9.3 Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

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:

H.10.5.1 Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;

H.10.5.2 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;

H.10.5.3 To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or

H.10.5.4 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 HIPAA BUSINESS ASSOCIATE COMPLIANCE AGREEMENT (Policy No.III.10 (a). Form dated October 13, 2016) is hereby incorporated in this HCA as Attachment J.8. The Health Insurance Portability and Accountability Act (HIPAA), was amended January 17, 2013 by the U.S. Department of Health and Human Services (HHS) in the Final Omnibus Rule, to increase HIPAA privacy and security protections by

implementing provisions of the Health Information Technology for Economic and Clinical Health Act (HITECH Act) and Genetic Information Nondiscrimination Act of 2008 (GINA).

H.12 Mandatory Subcontracting Requirements

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

H.12.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.12.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

H.12.3 A prime Contractor that is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.12.1 and H.12.2.

H.12.4 Subcontracting Plan

H.12.4.1 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.12.1. The prime Contractor responding to this solicitation that is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFQ shall be deemed nonresponsive and shall be rejected if the Offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the Contracting Officer, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

H.12.4.1.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

H.12.4.1.2 A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

H.12.4.1.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

H.12.4.1.4 The name of the individual employed by the prime Contractor who will administer the subcontracting plan, and a description of the duties of the individual;

H.12.4.1.5 A description of the efforts the prime Contractor will make to ensure that SBEs,

or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;

H.12.4.1.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime Contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;

H.12.4.1.7 Assurances that the prime Contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime Contractor with the subcontracting plan;

H.12.4.1.8 A list of the type of records the prime Contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime Contractor will make such records available for review upon the District's request; and

H.12.4.1.9 A description of the prime Contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

H.12.5 Subcontracting Plan Compliance Reporting

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

H.12.5.1 The dollar amount of the contract or procurement;

H.12.5.2 A brief description of the goods procured or the services contracted for;

H.12.5.3 The name of the business enterprise from which the goods were acquired or services contracted;

H.12.5.4 Whether the subcontractors to the contract are currently certified business enterprises;

H.12.5.5 The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

H.12.5.6 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

H.12.5.7 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.12.6 Subcontractor Standards

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

H.12.7 Enforcement and Penalties for Breach of Subcontracting Plan

- H.12.7.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions dated July 2010.
- H.12.7.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.
- H.12.7.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

H.13 Contractor Responsibilities

- H.13.1** The Contractor bears responsibility for ensuring that the Contractor/Subcontractor fulfills all its Agreement requirements under any task order or purchase order that is issued to the Contractor pursuant to this Agreement.
- H.13.2** The Contractor shall notify the District immediately whenever the Contractor does not have adequate staff, financial resources, or facilities to comply with the provision of services under this HCA.
- H.13.3** **Contractor must promote racial equity and age-appropriate content, and not allow for microaggressions to be part of any training curriculum where DDS clients are supported.**

H.14 District Responsibilities

- H.14.1** The District shall submit a complete referral packet to the provider.
- H.14.2** **The District shall review Provider information to be placed on the list of approved Provider for consideration in the informed choice of the people being served.**
- H.14.3** The District must notify the provider within 7 business days if a report is rejected and provide a detailed explanation if the report is rejected.
- H.14.4** **Once a report is submitted to the ddsrса.reports@dc.gov inbox, the VR Specialist will respond if the report is approved or rejected. The assigned CA for the provider will be on that approval or rejection. If a report is rejected, the VR Specialist will provide the reason for the rejection and allow the provider an opportunity to correct the report and receive approval.**
- H.14.5** The District shall send the Provider a quarterly reconciliation request to identify outstanding unused authorizations.
- H.14.6** The District shall zero out all unused authorizations that have a remaining balance.

H.14.7 The District shall conduct periodic, scheduled and unscheduled site visits for purposes of directly observing the provision of services and discussing contract performance relative to the terms and conditions of the HCA.

H.14.8 The District reserves the right to deactivate System 7 (aka InFormed) access for any individual or Contractor if the District determines or suspects that the individual or Contractor may be responsible for any compromised security of District records.

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SECTION I
CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

I.1.1 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

I.2.1 Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

I.3.1 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

I.4.1 Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

I.5.1 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 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 shall be 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 bid 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 of the project or work plan or contract. Licenses shall be granted 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 and Services Contracts, dated July 2010.

I.8 Insurance (December 2017)

I.8.1 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.

- I.8.1.1** **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.
- I.8.1.2** **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.
- I.8.1.3** **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.
- I.8.1.4** **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.
- I.8.1.5** **Crime Insurance (3rd Party Indemnity)** - The Contractor shall provide a 3rd

Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$50,000 per occurrence.

I.8.1.6 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 \$1,000,000 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.

I.8.1.7 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; \$3,000,000 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.

I.8.1.8 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) \$2,000,000 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.

I.8.2 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.

I.8.3 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.

I.8.4 LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM**

INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.

- I.8.5 CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- I.8.6 Measure of Payment.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- I.8.7 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 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.
- I.8.8 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 the contracting officer identified in Section G.1.1:
- 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.8.9 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.
- I.8.10 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

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

I.10 Order of Precedence

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

- I.10.1** The HCA.
- I.10.2** Provider's Proposal.
- I.10.3** The Government of the District of Columbia Standard Contract Provisions for Use with District of Columbia Government Supply and Services dated July 2010.
- I.10.4** Department on Disability Services Policies and Procedures.
- I.10.5** The Contractor Qualifications Record.
- I.10.6** The Task Order or Purchase Order.

I.11 DISPUTES

- I.11.1** 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:

14. 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

- (iii) 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 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.12 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.13 GOVERNING LAW

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

I.14 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.

I.15 SPECIAL PROVISION RELATED TO CITY ADMINISTRATOR'S ORDER 2022-3

Contractors who provide goods or perform services in person in District of Columbia facilities or worksites ("On-site Contractors") shall ensure that each of their employees, agents, subcontractors, and supervised volunteers comply with City Administrator's Order 2022-3, Mask Requirements Inside Certain District Government Buildings and Offices, dated April 14, 2022, and all substantially similar mask requirements including any modifications to the Order, unless and until they are rescinded.

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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.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	HCA Provider Qualifications Record (CQR), DDS Form 1900, (completed and executed).
J.8	HIPAA Business Associate Compliance Agreement available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.9	RSA Vocational Rehabilitation SOW Appendix A

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SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 Qualification of Providers and Award of HCAs

- L.1.1. The District intends to pre-qualify Providers and award multiple HCAs resulting from this request for qualifications based upon the contracting officer's determination that the award is in the best interest of the District, considering the service Provider's qualifications, its capability of providing the services, including financial and professional responsibility, and a judgment that the price is reasonable.
- L.1.2. The determination that a Provider is technically qualified and capable of providing the services will be based primarily upon DDS' evaluation of documents submitted.
- L.1.3. The contracting officer will place Providers on a **qualification list** deemed, eligible for up to three (3) years to be referred for selection by individuals supported by DDS.
- L.1.4. The District will **only** enter into final negotiations to award a HCA when a person supported by DDS has selected that approved Provider, and when all compliance documents in Section J have been updated and approved by the contracting officer.
- L.1.5. The District may award a HCA on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Provider's best terms from a standpoint of cost or price, technical and other factors.

L.2 Proposal Organization and Content

- L.2.1. This solicitation will be conducted electronically using the District's Ariba E- Sourcing system. To be considered, an offeror must submit the required attachments via the Ariba E-Sourcing system before the closing date and time. Paper, telephonic, telegraphic, and facsimile proposals shall not be accepted.
- L.2.2. All attachments shall be submitted as a .pdf file. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.
- L.2.3. The offeror shall submit the signed HCA application, Provider Qualification Record (CQR) with attachments. Refer to the cover memorandum checklist. **Please note that each attachment is limited to a maximum size of 25 MB.**
- L.2.4. The offeror shall label each attachment
- L.2.5. Providers are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Providers shall respond to each factor in a way that will allow the District to evaluate the Provider's response. The Providers shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the Providers proposes to fully meet the requirements in Section C.
- L.2.6. Distinct program descriptions must be submitted for each service that the Provider is

proposing except those that are approved by DHCF. DHCF supported employment and employment readiness approved Providers must be verified by DDS.

L.2.7 By signing the HCA application, the Providers attest that it fully meets the requirements in Section C.

L.2.8 The Providers shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.

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

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

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

L.4.1 Proposal Submission

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

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

L.4.1.3 It is solely the Provider's responsibility to ensure that it begins the upload process in sufficient time to get the attachments uploaded into the District's E-Sourcing system before the closing time. **(YOU MAY USE MICROSOFT INTERNET EXPLORER VERSIONS 7, 8 OR 9 TO UPLOAD THE ATTACHMENTS).**

L.5 Signing of Offers

The Offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the contracting officer

L.6 Retention of HCA Applications

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

L.7 Proposal Costs

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

L.8 Certificates of Insurance

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

L.9 Acknowledgement of Amendments

The Provider shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment. The District must receive the acknowledgment by the date and time specified for receipt of applications. Providers' failure to acknowledge an amendment may result in rejection of the application.

L.10 Familiarization with Conditions

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

L.11 General Standards of Responsibility

- L.11.1** The prospective Provider must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective Provider must submit the documentation listed below:
- L.11.2** Evidence of adequate financial resources to perform the contract or the ability to obtain those resources;
- L.11.3** Evidence of ability to comply with the required or proposed delivery or performance schedule, based upon its existing commercial and government contract commitments;
- L.11.4** Evidence of a satisfactory performance record;
- L.11.5** Evidence of a satisfactory record of integrity and business ethics;
- L.11.6** Evidence of a satisfactory record of compliance with the law, including labor and civil rights laws and rules and part A of subchapter X of Chapter 2 of this title;
- L.11.7** Evidence of the necessary organization, experience, accounting, operational control, and technical skills; or evidence of the ability to obtain such.
- L.11.8** Evidence of the necessary production, construction, technical equipment, and facilities; or evidence of the ability to obtain such.
- L.11.9** Evidence that it has not exhibited a pattern of overcharging the District;

- L.11.10** Evidence that it does not have an outstanding debt with the District or the federal government in a delinquent status, including evidence of compliance with applicable District licensing and tax laws and regulations.
- L.11.11** Evidence that it is otherwise qualified and is eligible to receive an award under applicable laws and rules.
- L.11.12** If the prospective Provider fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective Provider to be non-responsible.
- L.12** **SPECIAL STANDARDS OF RESPONSIBILITY**
- L.12.1.1** In addition to the general standards of responsibility set forth above, the Providers must submit with its proposal convincing evidence that demonstrates that the Providers meet the Special Standard(s) of Responsibility. At a minimum, Providers must provide the following evidence:
- L.12.1.2** The Provider's acknowledges the responsibilities to perform the requirements. The Provider's information, including resumes and other relevant credentials are consistent with the information presented in the Provider's proposal. A copy of specific required degree and certificate, resume and brief summary of the qualifications and roles of the key personnel for this required vocational rehabilitation service as detailed in section C of this solicitation. Key personnel shall have demonstrated the abilities of the Provider to deliver required services as described in section C of this solicitation.
- L.12.1.3** Presented a written narrative of the Provider's required service description providing evidence of the Provider's understanding of the technical components of the requirements. The Provider demonstrated in a clear logical manner an awareness of the scope and complexity of project to be completed; presented a written narrative of the Provider's project plan including appropriate methodologies and approaches to be used to accomplish the technical components of the requirements. The Provider's proposed methodologies and approaches comprehensively cover all technical requirements while considering the population to be assessed, and recognizing and addressing potential issues associated with implementing and completing the project plan; and included evidence in the Provider's knowledge of industry standards and best practice models in the collection of the data.
- L.12.1.4** Presented a written narrative of the Provider's vocational rehabilitation service, and current professional reference(s), that would (1) reflect a track record of obtaining state and federal funding and contracts that relate to persons with disabilities and state rehabilitation programs; (2) show previous outreach activities to individuals with disabilities, particularly those from unserved and under-served populations; (3) exemplify the knowledge and skills to carry out the purposes of the Rehabilitation Act, which will reflect in the Providers' professional experiences; and (4) show a history of working with individuals with disabilities, particularly those from unserved and underserved populations.

SECTION M - EVALUATION FACTORS

M1 EVALUATION FOR AWARD

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

M2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

<u>Adjective</u>	<u>Description</u>
Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
Reasonably susceptible of being made acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
Acceptable	Meets requirements; no deficiencies.

M3 EVALUATION OF OPTION YEARS

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

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