

## HUMAN CARE AGREEMENT

1. Human Care Agreement Number  DCJM-2016-H-0018	2. Date of Award Date Issued  See Block 13C	3. Date Solicitation Issued  3-May-16
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4. Issued by:  Department on Disability Services Office of Contracts and Procurement 1125 – 15 <sup>th</sup> Street NW., 4 <sup>th</sup> Floor Washington, DC 20005-2717  Contract Specialist: Nicole Starwood Nicole.Starwood@dc.gov	5. Administered by  Department on Disability Services (DDS), Rehabilitation Services Administration (RSA) 1125 – 15 <sup>th</sup> Street, NW., 9 <sup>th</sup> Floor Washington, DC 20005
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6. NAME AND ADDRESS OF PROVIDER/CONTRACTOR (*No. Street, county, state and ZIP Code*)

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Telephone: Fax: E-Mail:

7. PROVIDER/CONTRACTOR SHALL SUBMIT ALL  Office of the Chief Financial Officer Department on Disability Services Attn: Accounts Payable 64 New York Ave. NE. 6th FL Washington, DC 20002-3359	8. DISTRICT SHALL SEND ALL PAYMENTS TO:  Address in Block 6
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### 9. DESCRIPTION OF HUMAN CARE SERVICE AND RATE COST

LINE ITEM	NIGP CODE	BRIEF DESCRIPTION OF HUMAN CARE SERVICE	QUANIT Y OF SERVICE	TOTAL SERVICE UNITS	SERVICE RATE	TOTAL AMOUNT
0001 thru 00014	952-0000	Comprehensive Independent Living Core Services for persons with a disability Assistive Technology Devices Assistive Technology Services	See Individual Task Orders	See Individual Task Orders	SEE SECTION B	See Individual Task Orders
<b>GRAND TOTAL</b>						\$

### 10. APPROPRIATION DATA AND FINANCIAL CERTIFICATION

#### TO BE CITED ON EACH TASK ORDER

### 11. PERIOD OF HUMAN CARE AGREEMENT

Starting Date: <b>See Block 13 C</b>	Ending Date: <i>.One year after date of award</i>
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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 March 2007; (c)

#### 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> ) Marsha Robinson		
B. Authorized Signature of the PROVIDER/CONTRACTOR:	C. DATE	B. Signature of CONTRACTING OFFICER:	C. DATE  (Base Year)

**SECTION B: HUMAN CARE SERVICES AND SERVICE RATES**

- B.1** The District of Columbia Office of Contracting and Procurement (OCP), on behalf of the Department on Disability Services (DDS), Rehabilitation Services Administration (RSA), hereafter referred to as the “**District**,” is seeking to establish a Human Care Agreements (HCA) to deliver Independent Living Core Services and Assistive Technology Devices and Services to persons with a disability as described in Section C.
- B.1.1** 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).
- B.1.2** The Human Care Agreement is not a commitment to purchase any quantity of a particular service covered under the agreement. The District is obligated only to the extent that authorized purchases are made pursuant to the Human Care Agreement.
- B.1.3** The Provider’s services shall be performed only as authorized by Task Orders issued under this Agreement. The Provider shall furnish to the District, the services specified in the Schedule, when and if ordered.
- B.1.4** The Human Care Agreement (HCA) is based on fixed prices with a cost-reimbursement element for assistive technology (AT) goods and services rendered. The Provider shall provide services in accordance with Section C as specified herein or in the Provider’s proposed program description that is accepted by the District and at the prices specified in Section B.2.

**B.2** **PRICE SCHEDULE:**

**B.2.1** **BASE YEAR**

<b>A</b> <b>CLIN</b>	<b>B</b> <b>Item Description</b>	<b>C</b> <b>Unit</b>	<b>D</b> <b>Unit Price</b>
0001	Assistive Technology Assessment C.5.2		\$_____
0002	No Show Fee (per missed AT assessment appointment)		\$_____
0003	Assistive Technology Individual Training C.5.3		\$_____
0004	Assistive Technology Group Training C.5.3		\$_____
0005	No Show Fee (per missed AT training appointment)		\$_____
0006	Assistive Technology (See Appendix A)		\$_____
0007	Assistive Technology Integration and Technical Support C.5.5.3		\$_____
0008	Orientation and Mobility (O&M) Training C.5.6		\$_____
0009	No show Fee (Per missed O&M Training appointment)		\$_____
0010	Independent Living Skills Training C.5.7.5.7		\$_____

0011	Information and Referral C.5.7.5.3		\$_____
0012	Advocacy C.5.7.4		\$_____
0013	Peer Support C.5.7.3.3		\$_____
0014	Transition Services <b>C.5.7.3.3</b>		\$_____
0015	Language Translating / Interpreting Service C.5.1.7		\$_____
0016	Cost Re-imburement for AT Goods and Services found in Attachment J.10 Not to exceed	\$2,500 per person	

**B.2.2 OPTION YEAR ONE (1)**

<b>A CLIN</b>	<b>B Item Description</b>	<b>C Unit</b>	<b>D Unit Price</b>
1001	Assistive Technology Assessment C.5.2		\$_____
1002	No Show Fee (per missed AT assessment appointment)		\$_____
1003	Assistive Technology Individual Training C.5.3		\$_____
1004	Assistive Technology Group Training C.5.3		\$_____
1005	No Show Fee (per missed AT training appointment)		\$_____
1006	Assistive Technology (See Appendix A)		\$_____
1007	Assistive Technology Integration and Technical Support C.5.5.3		\$_____
1008	Orientation and Mobility (O&M) Training C.5.6		\$_____
1009	No show Fee (Per missed O&M Training appointment)		\$_____
1010	Independent Living Skills Training C.5.7.5.7		\$_____
1011	Information and Referral C.5.7.5.3		\$_____
1012	Advocacy C.5.7.4		\$_____
1013	Peer Support C.5.7.3.3		\$_____
1014	Transition Services		\$_____
1015	Language Translating / Interpreting Service C.5.1.7		\$_____

**B.2.3 OPTION YEAR TWO (2)**

<b>A CLIN</b>	<b>B Item Description</b>	<b>C Unit</b>	<b>D Unit Price</b>
2001	Assistive Technology Assessment C.5.2		\$_____
2002	No Show Fee (per missed AT assessment appointment)		\$_____
2003	Assistive Technology Individual Training C.5.3		\$_____
2004	Assistive Technology Group Training C.5.3		\$_____
2005	No Show Fee (per missed AT training appointment)		\$_____
2006	Assistive Technology (See Appendix A)		\$_____
2007	Assistive Technology Integration and Technical Support C.5.5.3		\$_____
2008	Orientation and Mobility (O&M) Training C.5.6		\$_____
2009	No show Fee (Per missed O&M Training appointment)		\$_____
2010	Independent Living Skills Training C.5.7.5.7		\$_____
2011	Information and Referral C.5.7.5.3		\$_____
2012	Advocacy C.5.7.4		\$_____
2013	Peer Support C.5.7.3.3		\$_____
2014	Transition Services		\$_____
2015	Language Translating / Interpreting Service C.5.1.7		\$_____

**B.2.4 OPTION YEAR THREE (3)**

<b>A CLIN</b>	<b>B Item Description</b>	<b>C Unit</b>	<b>D Unit Price</b>
3001	Assistive Technology Assessment C.5.2		\$_____
3002	No Show Fee (per missed AT assessment appointment)		\$_____
3003	Assistive Technology Individual Training C.5.3		\$_____
3004	Assistive Technology Group Training C.5.3		\$_____

3005	No Show Fee (per missed AT training appointment)		\$_____
3006	Assistive Technology (See Appendix A)		\$_____
3007	Assistive Technology Integration and Technical Support C.5.5.3		\$_____
3008	Orientation and Mobility (O&M) Training C.5.6		\$_____
3009	No show Fee (Per missed O&M Training appointment)		\$_____
3010	Independent Living Skills Training C.5.7.5.7		\$_____
3011	Information and Referral <b>C.5.7.5.3</b>		\$_____
3012	Advocacy C.5.7.4		\$_____
3013	Peer Support C.5.7.3.3		\$_____
3014	Transition Services		\$_____
3015	Language Translating / Interpreting Service C.5.1.7		\$_____

**B.2.5 OPTION YEAR FOUR (4)**

<b>A CLIN</b>	<b>B Item Description</b>	<b>C Unit</b>	<b>D Unit Price</b>
4001	Assistive Technology Assessment C.5.2		\$_____
4002	No Show Fee (per missed AT assessment appointment)		\$_____
4003	Assistive Technology Individual Training <b>C.5.3</b>		\$_____
4004	Assistive Technology Group Training <b>C.5.3</b>		\$_____
4005	No Show Fee (per missed AT training appointment)		\$_____
4006	Assistive Technology (See Appendix A)		\$_____
4007	Assistive Technology Integration and Technical Support C.5.5.3		\$_____
4008	Orientation and Mobility (O&M) Training C.5.6		\$_____
4009	No show Fee (Per missed O&M Training appointment)		\$_____
4010	Independent Living Skills Training C.5.7.5.7		\$_____
4011	Information and Referral C.5.7.5.3		\$_____

4012	Advocacy C.5.7.4		\$_____
4013	Peer Support C.5.7.3.3		\$_____
4014	Transition Services		\$_____
4015	Language Translating / Interpreting Service C.5.1.7		\$_____

**B.3.1** Proposals responding to this HCA shall be deemed nonresponsive and shall be rejected if the Provider fails to submit a subcontracting plan that is required by the law for services paid by local dollars in the District. For HCAs in excess of \$250,000, at least 35% of the dollar volume of the HCA shall be subcontracted in accordance with section H.9.1.

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

The District is seeking to establish multiple Human Care Agreements to provide Independent Living Core Services, Assistive Technology Devices and Services to persons with a disability described section C.5. The District has been referring approximately five hundred (500) persons for independent living skills and assistive technology services covered by this HCA per year.

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

<b>Item No.</b>	<b>Document Type</b>	<b>Title</b>	<b>Date</b>	<b>Document Location</b>
<b>0001</b>	<b>Workforce Innovation and Opportunity Act</b>	<b>P.L. 113-128</b>	<b>2014</b>	<a href="https://www.congress.gov/113/bills/hr803/BILLS-113hr803enr.pdf">https://www.congress.gov/113/bills/hr803/BILLS-113hr803enr.pdf</a>
<b>0002</b>	<b>Americans with Disabilities Act as Amended</b>	<b>P.L.101-336</b>	<b>1990</b>	<a href="http://www.ada.gov/">http://www.ada.gov/</a>
<b>0003</b>	<b>Rehabilitation Act Amendments of 1973</b>	<b>P.L.93-112</b>	<b>1973</b>	<a href="http://www2.ed.gov/policy/speced/reg/narrative.html">http://www2.ed.gov/policy/speced/reg/narrative.html</a>
<b>0004</b>	<b>Assistive Technology Act</b>	<b>P.L.105-394</b>	<b>1998</b>	<a href="http://www.gpo.gov/fdsys/pkg/PLAW-105publ394/html/PLAW-105publ394.htm">http://www.gpo.gov/fdsys/pkg/PLAW-105publ394/html/PLAW-105publ394.htm</a>
<b>0005</b>	<b>Ticket To Work and Work Incentives Improvement Act</b>	<b>P.L.106-170</b>	<b>1999</b>	<a href="http://www.ssa.gov/legislation/legis_bulletin_120399.html">http://www.ssa.gov/legislation/legis_bulletin_120399.html</a>
<b>0006</b>	<b>Department of Mental Health Establishment Act</b>	<b>D.C. Law 14-56; D.C. Official Code §§ 7-1131.04 and 7-1131.05 (2008 Repl.)</b>	<b>2001</b>	<a href="http://dccode.org/simple/sections/7-1131.03.html">http://dccode.org/simple/sections/7-1131.03.html</a>
<b>0007</b>	<b>Mayor's DC Language</b>	<b>Title IV,</b>	<b>2004</b>	<a href="http://www.ohr.washing">http://www.ohr.washing</a>

	Access Act	Chapter 12		<a href="http://tondc.gov/ohr/cwp/view,a,3,q,636135,ohrNav,%7C30953%7C.asp">tondc.gov/ohr/cwp/view,a,3,q,636135,ohrNav,%7C30953%7C.asp</a>
0008	Registry of Interpreters for the Deaf Certification	Code of Professional Conduct	2005	<a href="http://www.rid.org/">http://www.rid.org/</a>
0009	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	<a href="http://www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl">http://www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl</a>
0010	34 CFR 361 34 CFR 363	34 CFR 361 and 363 <i>et seq.</i>		<a href="http://www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl">http://www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl</a>
0011	DC DDS/RSA Policy	Agency policies so no Title.		<a href="http://dds.dc.gov/page/policies-and-procedures-rsa">http://dds.dc.gov/page/policies-and-procedures-rsa</a>

**C.2.3** The Provider shall inform the Contract Administrator immediately of inability to maintain acceptable compliance with applicable laws.

**C.3** **DEFINITIONS:**

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

**C.3.2** **Advocacy:** Actions by an individual, group(s) of individuals, or associations (s), on behalf of a person with a disability, group of persons with a disability, agency or group of agencies, to insure that their interests legal, and human rights are safeguarded.

**C.3.3** **Assessment:** An Assessment includes an in-depth analysis of assistive technology to assist a person with a disability in achieving an identified task or goal, and to determine the individual's level of need and ability in relation to their training, employment or independent living plan. Recommendations are given for assistive technology and related services with equipment specifications and information to help with procurement, set up, training and use.

**C.3.4** **Assistive Technology:** 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.3.5 Assistive Technology Integration:** The preparation, installation, assembly, and configuration of assistive technology to meet the needs of the person.
- C.3.6 Individual or Group Assistive Technology Training:** Technical skills building provided by a certified assistive technology professional in the use of assistive technology, equipment or software packages that can be provided on a short or long term basis to individuals or small groups, with periodic and terminal reports.
- C.3.7 Independent Living:** Provisions of comprehensive services designed to meet the current and future needs of persons with a disability that they do not presently have the potential for employment but may benefit from rehabilitation services which will enable them to live and function independently.
- C.3.8 Independent Living Core Services:** Means information and referral services; independent living skills training; peer counseling, including cross-disability peer counseling; and persons and systems advocacy.
- C.3.9 Independent Living Plan (ILP):** Develop a goal and establish an Independent Living Plan (ILP) to implement services, consisting of information and referral, independent living skills training, peer counseling, and self-help and self-advocacy, to increase persons with a disability's independence in the community and home.
- C.3.10 Mobility / Travel:** Ability of the person who has a disability to move within and interact with his or her environment, usually involves using public or private or both transportation.
- C.3.11 Orientation and Mobility Services:** The process of introducing a person to the program of an agency and of providing the person with information regarding agency policies and procedures, physical layout, safety regulations, community resources, and other pertinent information to assist the person's comprehension of the agency's program.
- C.3.12 Outreach Services:** All actions which ensure that individual interests, legal and human rights are addressed by appropriate community organizations.
- C.3.13 Provider:** A Consultant, Provider, 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 to include Human Care Agreements (HCA) task orders.
- C.3.14 Records:** A compilation of data that is developed in a logical coherent and readily understandable fashion, that provides the basis for planning and evaluating the District person's plan, and that includes the District person's current status, the progress toward rehabilitation, and the nature of all services provided or secured for persons.
- C.3.15 Referral/authorization:** Agreement given to a service Provider denoting services to be rendered at the price not to exceed the amount shown in the written referral/ authorization the Provider is allowed to bill for those services.

- C.3.16 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.C.1400 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.C.1400 et seq.); or (II) is an individual with a disability, for purposes of section 504” WOIA 29 U.S.C. 705(37)(A) as amended.
- C.3.17** Transition Services: A coordinated set of activities for a student, designed within an outcome-oriented process, that promotes movement from school to post-school activities, including post-secondary education, vocational training, integrated employment (including supported employment), continuing and adult education, adult services, independent living, or community participation. The coordinated set of activities shall be based upon the individual student’s needs, taking into account the student’s preferences and interests, and shall include instruction, community experiences, the development of employment and other post-school adult living objectives, and when appropriate, acquisition of daily living skills and functional vocational evaluation.
- C.3.18 Vocational Rehabilitation Specialist (VR Specialist):** State employee responsible for determining eligibility and providing or arranging rehabilitation services for applicants or recipients of these services.
- C.4 BACKGROUND:**
- C.4.1** This is a recurring service.
- C.4.2** The District focuses on employment and independent living core services, ensuring that persons with a disability achieve a greater quality of life by obtaining and sustaining employment, economic self-sufficiency, and independence. The District achieves this through employment marketing and placement services, career assessment, vocational rehabilitation, inclusive of business enterprises. The District provides services for eligible persons with physical or mental impairments. These services are designed to enable one to prepare for, obtain, maintain, regain or advance in employment.
- C.4.3** Under the provisions of the Workforce Innovation and Opportunity Act (P.L.113-128), the Americans with Disabilities Act of 1990 as Amended (ADAAA), Assistive Technology Act of 1998, and Rehabilitation Act of 1973 as Amended, federal and state agencies are required to provide reasonable accommodations for qualified applicants and employees with a disability, barring undue hardship. Reasonable accommodation is central to integrating individuals with a disability into the workforce.
- C.4.4** The District utilizes qualified Providers through the Human Care Agreements (HCA) to assist persons with a disability in enhancing their independent living in the community

and achieving employment and career goals. These agreements serve to meet a reoccurring need in that the District is mandated by all federal and District regulations cited in C.2.2 that is consistent with the persons' strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice.

**C.5**      **REQUIREMENTS:**

**C.5.1**      **General Referral Process:**

- C.5.1.1**      The Provider shall review the referral and accompanying documentation and ensure that the referral is appropriate and complete upon receipt of a referral from the District.
- C.5.1.2**      The Provider shall respond to the referring vocational rehabilitation (VR) specialist within two (2) business days to acknowledge receipt and of complete referral packet.
- C.5.1.3**      The Provider is not obligated to accept a referral. If the Provider has determined not to accept the referral prior to initiating contact or after meeting with the person, the Provider shall return the referral packet in its entirety to the VR specialist within three (3) business days of receipt of referral. The Provider shall explain any reasons why the referral was not accepted by the Provide and shall not invoice for the referral not accepted.
- C.5.1.4**      If the Provider accepts the referral, the Provider shall contact the person to schedule an appointment within five (5) business days after the acknowledgement of receipt of referral. The Provider shall notify the VR specialist of the scheduled appointment via electronic mail.
- C.5.1.5**      The Provider shall notify the referred person and the VR specialist within one (1) business day when the Provider or a person cancels or misses a scheduled appointment.
- C.5.1.6**      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.5.1.7**      The Provider shall provide a language translator or sign language interpreter to a person who is deaf/hard of hearing or non-English speaking. The languages of the non-English speaking population referred shall include, but not be limited to Spanish, French, Portuguese, Mandarin, Taiwanese, Cantonese and Vietnamese.
- C.5.1.8**      The Provider shall actively involve persons and their families / support system / guardian in assessment, planning, and decision-making throughout the service delivery process. Families / support system / guardian shall be included in providing reinforcement of the person's role and in being consulted regarding their observations of the suitability of services with the consent of the referred person and where appropriate.
- C.5.1.9**      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 offer him or her if he or she prefers to meet in a public or the Provider's private office space.

**C.5.1.10** The Provider shall contact the VR Specialist for additional information or any questions regarding the referral.

**C.5.1.11** The Provider shall consult with the VR specialist before returning the Person's referral package. Decisions to terminate participation shall be made through case conferencing and individual progress reviews. The Provider shall not terminate services without the consent of the VR specialist or supervisor who referred the person to the Provider.

**C.5.2** **Assistive Technology Assessment:**

**C.5.2.1** The Provider shall complete each assistive technology assessment to identify the needs of the referred person within thirty (30) days after the receipt of the referral.

**C.5.2.2** The Provider shall gather and analyze information about the referred person, such as the skills and abilities, activities to be performed, and the contexts in which the activities will be performed, in order to recommend appropriate assistive technologies (hard and soft) and develop a plan for intervention.

**C.5.2.3** The Provider shall submit the comprehensive Assistive Technology needs assessment report including a plan for intervention to VR specialist within thirty (30) days from the date of completion of the assessment.

**C.5.3** **Individual or Group Assistive Technology Training:**

**C.5.3.1** The Provider shall individually meet with the referred persons prior to training to review required documentation provided by the VR specialist.

**C.5.3.2** The Provider shall provide training only on the Assistive Technology specified in the written authorization, which is based on the result from an assistive technology assessment.

**C.5.3.3** The Provider shall have a daily sign-in time sheet for each referral to be placed in his/her progress folder or electronic record.

**C.5.3.4** The Provider shall submit to the VR specialist a comprehensive progress report that includes, but not be limited to, the referred person's level of proficiency using the Assistive Technology at the beginning and end of the training, attendance record, the number of hours of training, and the need for additional assistance, services, or resources from the District (e.g., the need of extra hours of training or additional assistive technology to perform essential functions) in order for the person to understand how to use the equipment, to configure the equipment for the person's use, and to operate the equipment to meet the person's needs of daily activities.

**C.5.4** **Assistive Technology:**

**C.5.4.1** The Provider shall deliver only the assistive technology specified in the list of the written authorization.

- C.5.4.2** The Provider shall submit requests to purchase a combined total cost of more than \$2,500 for goods and services to the District prior to the Provider making the purchase. The Provider shall ensure that all requests for purchases in excess of \$2,500 are accompanied by a justification for making the purchase and the method the Provider used to determine that the price is fair and reasonable.
- C.5.4.3** The Provider shall seek to purchase goods from certified business enterprises that are registered with the Department of Small Local Business Development (DSLBD). If the goods cannot be purchased from a CBE, the Provider shall document the efforts made to do so.
- C.5.4.4** The Provider shall assess assistive technology to ensure that they are functioning properly prior to delivery.
- C.5.4.5** The Provider shall deliver product demonstration or orientation either at DDS RSA, Provider site, or at a site agreed upon by the RSA person, DDS RSA, and the Provider.
- C.5.4.6** The Provider shall provide a copy of terms of sale or software license agreement or both with the model and serial numbers.
- C.5.4.7** The Provider shall deliver the assistive technology within thirty (30) days of receipt of the authorization.

**C.5.5 Assistive Technology Integration:**

- C.5.5.1** The Provider shall conduct assistive technology integration by installing, customizing, or modifying the equipment or product systems to accommodate the District persons' needs.
- C.5.5.2** The Provider shall provide assistance in setting up assistive technology at the District person's desired location.
- C.5.5.3** The Provider shall provide technical support for the assistive technology that has been integrated per the written authorization. The support includes but not be limited to responses to inquiries regarding technical issues, maintenance, hardware and software, system and troubleshooting for the person being able to properly use the equipment(s) after the assistive technology have been integrated.

**C.5.6 Orientation and Mobility Training:**

- C.5.6.1** The Provider shall review an assessment results and recommendations for training hours submitted by the VR Specialist.
- C.5.6.2** The Provider shall deliver orientation and mobility training, including the use of cane and various strategies for orientation in the home, workplace and community.
- C.5.6.3** The provider shall prepare a service progress report on each referring person.

**C.5.7 Method of Service Delivery of Independent Living Core Services:**

- C.5.7.1** The Provider shall implement IL program(s), which shall enable a person with a disability to function as independently as possible. The program(s) shall include the independent living core services: information and referral services; independent living skills training; peer counseling, including cross-disability peer counseling; and persons and systems advocacy. The program(s) shall promote community integration to the greatest degree possible, reduce human dependency, increase self-reliance and fully utilize the productive capabilities of persons with a disability.
- C.5.7.2** The Provider shall submit to the District results from an evaluation or test to verify that the District person has mastered the acceptable required skills to be competent in the training program.
- C.5.7.2** The Provider shall assign one staff member the lead responsibility to review and implement the ILP with each person with a disability to reach specific program intermediate objective goals as follows:
  - C.5.7.2.1** Specific program goals including a description of the services, activities, programs planned and staff members assigned to work with the participant;
  - C.5.7.2.2** Specific amount of days or hours of participating in services, activities, and programs requested by the VR Specialist;
  - C.5.7.2.3** Measurable activities and strategies for meeting objectives, noting the frequency of staff intervention;

- C.5.7.2.4** An assigned staff member shall review progress monthly to report anticipated duration of services related to each goal to the VR Specialist that placed the person with the Provider;
- C.5.7.2.5** Approximate objective time for the completion of the specific goal and intermediate objective; and
- C.5.7.2.6** Signatures of the participant and staff member who assisted in the development of the plan.
- C.5.7.3** The Provider shall deliver counseling services to the person as follows:
  - C.5.7.3.1** The Provider shall provide counseling that uses the individual, group or classroom model when appropriate.
  - C.5.7.3.1** The Provider shall provide peer and family counseling using qualified peer and family counselors.
  - C.5.7.3.2** The Provider shall instruct the persons how to make their own judgment and decisions during the counseling process. It is vital that persons be taught decision-making, conflict resolution and other values that promote independent living.
  - C.5.7.3.3** The Provider shall develop and implement a peer counseling program for schools to provide instruction on self-advocacy to persons with a disability who are students in support of their transition to post-secondary pathways. The Provider shall provide to the District a monthly attendance report, which includes the date of when the service was delivered, the names of the students, the DC school student identification numbers, and the names of the schools for each date the service was delivered in order to document the students that CIL is supporting through this service.
- C.5.7.4** The Provider shall provide independent living skills assessment, educational program and advocacy to the person as follows:
  - C.5.7.4.1** The Provider shall provide assessment of present skills and recommendation for continuing education when needed and appropriate for those whom prior education programs have been unsuccessful or interrupted.
  - C.5.7.4.2** The Provider shall provide assistance through guidance counseling for persons for whom schooling has been unsuccessful or interrupted and shall provide the appropriate referrals.
  - C.5.7.4.3** The Provider shall provide life skills training in the area of health and nutrition, menu planning, substance abuse, appropriate self- medication, money management and budgeting, household maintenance, travel training and accessing and using public resources.
  - C.5.7.4.4** The Provider shall provide mobility / travel training to the person to independently transport within the community by using public or private or both public and private transportation.
  - C.5.7.4.5** The Provider shall provide pre-vocational skills with an emphasis on vocational exploration.
  - C.5.7.4.6** The Provider shall have the ability to provide basic education and literacy instruction, including reading and mathematics, to the persons requested by the District to have a need for such services.

- C.5.7.5** The Provider shall deliver community services requested by the District as follows:
- C.5.7.5.1** The Provider shall deliver information and authorized referral services utilizing the services available in the community to the extent possible using the persons' insurance or other comparable benefits. Available community services includes, but are not limited to, clinics or hospitals, libraries, churches, recreation facilities, schools, community organizations, and social services.
  - C.5.7.5.2** The Provider shall provide a description of the organizations being used for community services, the persons and their titles, the nature of the relationship and the extent to which the Provider intends to utilize these resources to obtain a prior authorization from the District for all related services.
  - C.5.7.5.3** The Provider shall provide information and referral services related to housing subsidies, including, but not limited to, the maintenance of an updated list of available housing located through newspaper, rental agencies, realtors and information on rent subsidy programs that may be available to the persons.
  - C.5.7.5.4** The Provider shall describe the relationship with neighbors of the facility (ies) where the persons are to be served.
  - C.5.7.5.5** The Provider shall provide advocacy skills training to include referral to and coordination with legal services and other community resources.
  - C.5.7.5.6** The Provider shall provide organized socialization and recreational activities, which encompass skills training in decision-making and problem solving, communication and self-advocacy.
  - C.5.7.5.7** The Provider shall provide day-to-day operations, which include providing independent living core services, personnel, equipment, supplies and facility (ies) as necessary.
  - C.5.7.5.8** The Provider shall provide an orientation into its program to the person and the VR Specialist within ten (10) business days after the person is accepted into the Provider's program.
  - C.5.7.5.9** The Provider shall provide supervision and safety for the persons based on the individual's needs as identified in the service plan. Some of the persons need more supervision and more structure than others their age. The Provider shall ensure that these individuals are provided supervision, which is supportive and consistent with the service plan.
  - C.5.7.5.10** The Provider shall provide outreach services to persons referred who are fearful, passive or resistant to program participation to ensure persons' attendance.
  - C.5.7.5.11** The Provider shall provide services to all enrolled persons and ensure that the care is sensitive and responsive to each person's cultural and social-economic background.



**C.5.7.5.12** The Provider shall provide services as needed to persons who non-English speaking populations, who have experienced difficulty accessing the service delivery system due to language barriers.

**C.5.7.5.13** The Provider shall notify the VR Specialist if medical or psychiatric interventions are necessary for the person.

**C.5.8** **Provider Requirements:**

**C.5.8.1** 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 or licensing certification or experience and licensing certification criteria, description of duties and responsibilities, hours of work, and performance evaluation criteria.

**C.5.8.2** The Provider shall maintain and provide a current organizational chart, which displays organizational relationships and demonstrates who has responsibility for administrative oversight and clinical supervision over each Human Care Agreement (HCA) activity/staff member.

**C.5.8.3** The Provider shall describe the frequency, duration and methods of supervisory oversight of staff.

**C.5.8.4** The Provider shall notify the contracting administrators in writing of any changes in staffing patterns, job descriptions, or personnel within ten (10) business days.

**C.5.8.5** The Provider shall ensure each specialists, employees, and sub-contractors having potential to serve persons with a disability who are seventeen (17) years or younger referred under this agreement 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 (5) years prior to employment consideration; and if different, the District of Columbia Metropolitan Police Department and service jurisdiction.

**C.5.8.6** 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.5.8.7** 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 HCA Notice of Award Letter or task orders upon request.

- C.5.8.8** The Provider shall maintain documentation that each staff person possesses adequate training to perform the duties for which he or she is assigned. Staff person(s) shall meet all applicable requirements for certification or license and shall be adequately trained to perform required duties.
- C.5.8.9** 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.5.8.10** The Provider shall make efforts to hire a minimum of three (3) staff members with a disability who have completed an independent living skills training who shall serve as role models/ mentors for persons with a disability. The Provider shall be accountable for their wage.
- C.5.8.11** 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, sociocultural and linguistic strengths. The Provider shall make every effort to employ staff representative of the District's referral population.
- C.5.8.12** The Provider shall deliver linguistically competent services through staff persons or Providers who are fluent in language spoken by the persons with a disability 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, and others. 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.5.8.13** The Provider's service environment shall offer wheelchair, public transportation, language, and other accessibility features for ease of use by persons with a disability accepted for assigned services.
- C.5.8.14** The Provider shall ensure its office and any building locations selected to deliver contractual services include multiple ingress/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.5.8.15** 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.5.9** **Provider and Staff Qualification:**
- C.5.9.1** The Provider shall provide sufficient staff qualified to perform the services required in Section C. The Provider shall provide the following staff positions with qualifications for the services they are approved to deliver as follows:

- C.5.9.1.1** Assistive Technology Assessment, Integration and Training Services Provision Staff: A Rehabilitation Technology Certificate, degree in Rehabilitation Engineering or related field or at least four (4) years of hands-on experience to provide assistive technology training and integration of the equipment in Appendix A and B to meet the needs of persons with a disability, particularly to those who are blind, visual impairment, deaf-blind and deaf.
- C.5.9.1.2** Orientation and Mobility Service Provision Staff: Certified by either the Academy for Certification of Vision Rehabilitation and Education Professionals (ACVREP) or the National Blindness Professional Certification Board (NBPCB).
- C.5.9.1.3** Program Manager / Program Coordinator: A Master’s degree in Rehabilitation, recreation or related field with a minimum of one (1) year’s direct experience in providing Rehabilitation, recreation and independent living core services to persons with a disability.
- C.5.9.1.4** Sports / Recreation Specialist: Bachelor’s Degree in recreation, rehabilitation or related field with a minimum of two (2) years’ direct experience in providing recreation services or sport instruction to persons with a disability.
- C.5.9.1.5** Independent Living Specialist (s): Bachelor’s Degree in independent living, special education, occupational therapy or related field; certification preferable with at least two (2) years’ experience in providing independent living skills instruction to persons with a disability.
- C.5.9.2** The Provider shall disclose, with discretion, information related to staff qualification and credentials to Contract Administrators (CA) for review and approval. When the CA approves the documents, the CA will pass on the documents to VR Specialist / staff 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.6**      **PERFORMANCE MONITORING:**

<b>C.6.1 PERFORMANCE MONITORING PLAN</b>		
<b>Performance Requirements</b>	<b>Performance Standards</b>	<b>Surveillance Method &amp; Frequency</b>
Review the HCA and determine if the Provider is in compliance with these HCA requirements.	100% of standard met	Provider’s performance is observed and reviewed by QA and CA and the Assistive Technology / ILS report submitted to the District. The CA and QA administer, analyze and report results of Person Satisfaction Survey.

**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 HCA activity/staff member. The Provider shall submit any organizational changes to the Contract Administrator (CA) within five (5) 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 Contract Administrator (CA) upon award. Individual records shall include the following:

**D.2.2** Individual identifying information and contact person;

**D.2.3** Referral form,

**D.2.4** Initial Evaluation / Individual Needs Assessment (to include, but not be limited to, persons with disability's education, vocational history, independent living skills, family background and other pertinent information);

**D.2.5** Follow-along progress notes,

**D.2.6** Monthly evaluation, including exact hours of follow-along intervention;

**D.2.7** Correspondence and other documents pertinent to the persons with a disability's case, including reports on discipline, actual or alleged victimization by any other person(s) and a description of action taken by the Provider;

**D.2.8** A description of supportive services determined to be needed by the individual,

**D.2.9** Progress notes to include monthly reports that note progress, exact hours of intervention and any changes in the IPE;

**D.2.10** Case documentation for major interventions and case transactions;

**D.2.11** Strategies used for completing/maintaining implementation of the IPE, outlining problems resolved or anticipated; and

**D.2.12** Closure Summary.

**D.3 REPORTS**

- D.3.1** The Provider shall submit a comprehensive progress report to the District within fourteen (14) business days after the delivery of services. The progress report shall be complete, accurate and properly organized, and shall include the following:
- D.3.1.1** Referral's full name;
  - D.3.1.2** List of the date(s) of delivery of Assistive Technology devices, including integrated Assistive Technology devices, specified in the list of the written authorization;
  - D.3.1.3** Attendance sheet;
  - D.3.1.4** Comprehensive report after the completion of Assistive Technology training;
  - D.3.1.5** Monthly progress reports including exact hours of intervention; and
  - D.3.1.6** Recommendation for additional services if needed.
- 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.

**D.4 CONFIDENTIALITY**

- D.4.1** 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 a disability 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/ authorization of the individual referral, in the case of a minor, the custodial parent or legal guardian of the individual referral; subpoena 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 (ATTACHMENT J.7)**

- D.5.1** 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).

**SECTION E: INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause *clause number six (6), Inspection of Services* of the Government of the District of

Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

**E.2 MONITORING:**

**E.2.1** Provider will begin providing service no later than ten (10) business days following the award date. The Provider's performance is being monitored 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 overall program effectiveness and efficiency;

**E.3.2.2** Consumer satisfaction survey results of the Provider's service delivery;

**E.3.2.3** The Provider's program record documentation (to include, but not be limited to, Personnel, Consumer, Emergency Drills, Consumer Services, Facility Inspections, Accreditation, etc.);

**E.3.2.4** The Provider's adherence to applicable policies/procedures incorporated by reference to this agreement (see C.2.1 Applicable Documents);

**E.3.2.5** The Provider's status of completing items the OQACM cites as "unmet" during a monitoring review; and

**E.3.2.6** The quality and accessibility of the Provider's program space or other resources or both space and other resources.

**E.3.2.7** The OQACM shall forward to the Provider within ten (10) business days of the monitoring visit, a Preliminary Report summarizing the results of the visit.

**E.3.3** 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.3.4** If the Provider disagrees with any of the findings noted in the Preliminary Report, the Provider shall within ten (10) business days provide the OQACM with documents and documentation supporting the Provider's position.

**E.3.5** Within ten (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.

- E.3.6** The Provider shall submit a PIP to the OQACM within ten (10) business days of receipt of the Final Report. The PIP shall provide a plan for correcting any program areas rated as “unmet.”
- E.3.7** 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 a disability. The system shall at a minimum incorporate collection and reporting of objective quantitative and qualitative program outcome data related to the District Persons’ 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.3.8** The Provider’s method of program evaluation shall minimally include the following factors:
- E.3.8.1** Program Goals
  - E.3.8.2** Service Objectives
  - E.3.8.3** Outcomes
  - E.3.8.4** Measures
  - E.3.8.5** Person’s Satisfaction

**SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES**

**F.1 TERM OF HCA**

**F.1.1** The term of the HCA shall be for a period of one (1) year from date of award specified on the cover page of this HCA.

**F.2 OPTION TO EXTEND THE TERM OF THE HCA**

**F.2.1** The District may extend the term of this HCA for a period of four (4) one (1)-year option periods, or successive fractions thereof, by written notice to the Provider before the expiration of the HCA; provided that the District will give the Provider preliminary written notice of its intent to extend at least thirty (30) days before the HCA expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Provider may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the HCA.

**F.2.2** If the District exercises this option, the extended HCA 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 HCA.

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

**F.3 DELIVERABLES**

The Provider shall perform the activities required to successfully complete the District’s requirements and submit each deliverable to the District identified in section G.9 in accordance with the following:

Item No.	Deliverable	Quantity	Format and Method of Delivery	Due Date
0001	Assistive Technology Needs Assessment report and plan for intervention report and the invoice, as separate attachments. C.5.41	1	Send the progress report to the VR Specialist via email and an invoice to <a href="mailto:RSA.Invoice@dc.gov">RSA.Invoice@dc.gov</a>	Within thirty (30) days after the completion of the referral’s actual participation in the assessment period
0002	Assistive Technology Training Progress Report and the invoice. C.5.5	1	Send an invoice to <a href="mailto:RSA.Invoice@dc.gov">RSA.Invoice@dc.gov</a> and send report directly to the VR Specialist	Within thirty (30) days after the completion of the referral’s actual participation in the training period



0003	Assistive Technology Equipment and invoice. C.5.4	1	Send an invoice to RSA.Invoice@dc.gov and send confirmation, directly to the VR Specialist	Within thirty (30) days after the delivery of equipment
0004	Assistive Technology Integration invoice C.5.5	1	Submit an invoice to RSA.Invoice@dc.gov	Within thirty (30) days after the completion of the service.
0005	Orientation and Mobility comprehensive progress report C.5.6.3	1	Send a comprehensive progress report to the VR Specialist via email and submit an invoice to rsa.invoice@dc.gov	Within thirty (30) days after the completion of the service.
0006	Comprehensive Independent Living Service Program Participant Progress Report (C.5.7.2)	1	Send a comprehensive progress report to the VR Specialist	Monthly
0007	Service(s) report related to each goal (C.5.7.2.4)	3	Send a comprehensive progress report to the VR Specialist	Monthly.
0008	Program Participant Attendance report (C.5.7.3.3)		Send a comprehensive progress report to the VR Specialist	Monthly
0009	Comprehensive Independent Living Core Service invoice. C.5.7.2	1	submit an invoice to RSA.Invoice@dc.gov	Within thirty (30) days after the completion of the service
0010	Unusual Incident Report. D.3.2	1	Send an email to the VR Specialist and CA immediately upon the Provider's knowledge of the incident	Within twenty-four (24) hours of the incident
0011	Subcontracting Plan Compliance Report H.9.3		E-mail to the CA	No later than the 21st of each month following date of award

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

**F.4**      **ASSIGNMENT LOG/TIME SHEET**

**F.4.1**      The District is to receive a copy of each report along with the invoice for the authorized services from the Provider within fourteen (14) business days after the date of completion of service.

## SECTION G: CONTRACT ADMINISTRATION

### **G.1 INVOICE PAYMENT**

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

### **G.2 INVOICE SUBMITTAL**

- G.2.1** The Provider shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the Business Services Unit at [rsa.invoice@dc.gov](mailto:rsa.invoice@dc.gov) specified in Section G.9 below. The Provider shall submit all Invoices to:

Office of the Chief Financial Officer  
 Department on Disability Services  
 Attn: Accounts Payable  
 64 New York Ave. NE. 6th FL  
 Washington, DC 20002-3359

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

**G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

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

**G.4 PAYMENT**

**G.4.1** After the completion of reports within fifteen (15) business days, the Provider shall invoice the District (See Section G.1). Proper invoice shall include the dates/times and title of services that were provided. Invoices shall be sent to the CFO office and a copy to the Contract Administrator (CA). The Provider shall send a copy of a comprehensive progress report to the VR Specialist.

**G.5 ASSIGNMENT OF HCA PAYMENTS**

**G.5.1** In accordance with 27 DCMR 3250, the Provider 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 HCA.

**G.5.2** Any assignment shall cover all unpaid amounts payable under this HCA, and shall not be made to more than one (1) party.

**G.5.3** Notwithstanding an assignment of HCA payments, the Provider, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

**G.5.4** "Pursuant to the instrument of assignment dated \_\_\_\_\_, make payment of this invoice to (name and address of assignee)."

**G.6 THE QUICK PAYMENT CLAUSE****G.6.1 Interest Penalties to Providers**

**G.6.1.1** The District will pay interest penalties on amounts due to the Provider under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

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

**G.6.1.2** Any amount of an interest penalty which remains unpaid at the end of any thirty (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 Provider must take one (1) of the following actions within seven (7) days of receipt of any amount paid to the Provider by the District for work performed by any subcontractor under this HCA:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the HCA; or
- b) Notify the District and the subcontractor, in writing, of the Provider's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

**G.6.2.2** The Provider must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

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

**G.6.2.3** Any amount of an interest penalty which remains unpaid by the Provider 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 Provider and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

**G.6.3** **Subcontract requirements**

**G.6.3.1** The Provider shall include in each subcontract under this HCA a provision requiring the subcontractor to include in its HCA with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

**G.7** **CONTRACTING OFFICER (CO)**

**G.7.1** HCAs will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Marsha Robinson  
 Office of Contracting and Procurement  
 Acting DDS Chief Contracting Officer  
 Address: 1125 15<sup>th</sup> Street, NW, 4<sup>th</sup> Floor  
 Washington, DC 20005  
*E-mail address: [Marsha.Robinson@dc.gov](mailto:Marsha.Robinson@dc.gov)*

The contract specialist that is the primary point of contact regarding HCA issues before they are elevated to the Contracting Officer is:

Ms. Nicole Starwood  
 Contract Specialist  
 Telephone (202) 730-1690  
 Email Address: Nicole.Starwood@dc.gov

## **G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

- G.8.1** The CO is the only person authorized to approve changes in any of the requirements of this HCA.
- G.8.2** The Provider shall not comply with any order, directive or request that changes or modifies the requirements of this HCA, unless issued in writing and signed by the CO.
- G.8.3** In the event the Provider effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the HCA price to cover any cost increase incurred as a result thereof.

## **G.9 CONTRACT ADMINSTRATOR (CA)**

- G.9.1** The CA is responsible for general administration of the HCA and advising the CO as to the Provider's compliance or noncompliance with the HCA. The CA has the responsibility of ensuring the work conforms to the requirements of the HCA and such other responsibilities and authorities as may be specified in the HCA. These include:
- G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the HCA;
- G.9.1.2** Coordinating site entry for Provider personnel, if applicable;
- G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Provider's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- G.9.1.5** Maintaining a file that includes all HCA correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

**G.9.2** The address and telephone number of the CA will be designated in the award:

**G.9.3** The CA shall NOT have the authority to:

1. Award, agree to, or sign any HCA, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the HCA;
3. Increase the dollar limit of the HCA or authorize work beyond the dollar limit of the HCA,
4. Authorize the expenditure of funds by the Provider;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the HCA.

**G.9.4** The Provider will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

**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 Provider 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 Provider shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this HCA. The DOES shall be the Provider's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

**H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

**H.2.1** The Provider shall be bound by the Wage Determination No. 2005-2103, Revision 15, dated 12/29/2015, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Provider shall be bound by the wage rates for the term of the HCA subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Provider shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Provider may be entitled to an equitable adjustment.

**H.3 PUBLICITY**

**H.3.1** The Provider 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 HCA, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this HCA.

**H.4 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, 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 HCA with a private Provider to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the HCA is made. If the Provider receives a request for such information, the Provider 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 Provider pursuant to the HCA, the CA will forward a copy to the Provider. In either event, the Provider 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 releasability of the records. The District will reimburse the Provider for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

**H.5.1** The Provider shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* (“First Source Act”).

**H.5.2** The Provider shall enter into and maintain, during the term of the HCA, a First Source Employment Agreement, (Section J.4) in which the Provider shall agree that:

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

**H.5.3** The Provider shall submit to DOES, no later than the tenth (10<sup>th</sup>) of each month following date of award of the HCA, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the HCA shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  - (a) Name;
  - (b) Social security number;

- (c) Job title;
- (d) Hire date;
- (e) Residence; and
- (f) Referral source for all new hires.

**H.5.4** If the HCA amount is equal to or greater than \$100,000, the Provider agrees that 51% of the new employees hired for the HCA shall be District residents.

**H.5.5** With the submission of the Provider's final request for payment from the District, the Provider shall:

- (1) Document in a report to the CO its compliance with section H.5.4 of this clause; or
- (2) Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:
  - (a) Material supporting a good faith effort to comply;
  - (b) Referrals provided by DOES and other referral sources;
  - (c) Advertisement of job openings listed with DOES and other referral sources; and
  - (d) Any documentation supporting the waiver request pursuant to section H.5.6.

**H.5.6** The CO may waive the provisions of section H.5.4 if the CO finds that:

- (1) A good faith effort to comply is demonstrated by the Provider;
- (2) The Provider is located outside the Washington, D.C. Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington, D.C. 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.
- (3) The Provider enters into a special workforce development training or placement arrangement with DOES; or
- (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.5.7** Upon receipt of the Provider’s final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO shall determine whether the Provider is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the CO determines that the Provider is in compliance, or that a waiver of compliance is justified, the CO shall, within two (2) business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.
- H.5.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the HCA. The Provider shall make payment to DOES. The Provider may appeal to the D.C. Contract Appeals Board as provided in this HCA any decision of the CO pursuant to this section H.5.8.
- H.5.9** The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.
- H.6** **SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**
- During the performance of the HCA, the Provider and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*
- H.7** **AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**
- During the performance of this HCA, the Provider and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*
- H.8** **WAY TO WORK AMENDMENT ACT OF 2006**
- H.8.1** Except as described in H.8.8 below, the Provider 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 2016”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.8.2** The Provider shall pay its employees and subcontractors who perform services under the HCA no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.8.3** The Provider shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the HCA no less than the current living wage rate.
- H.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

- H.8.5** The Provider shall provide a copy of the Fact Sheet attached as J.4 to each employee and subcontractor who performs services under the HCA. The Provider shall also post the Notice attached as J.3 in a conspicuous place in its place of business. The Provider shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.8.6** The Provider shall maintain its payroll records under the HCA in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the HCA.
- H.8.7** The payment of wages required under the Living Wage Act of 2016 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.8.8** The requirements of the Living Wage Act of 2016 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
  - (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;
  - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
  - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
  - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2016;
  - (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 2016;
  - (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;
  - (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));
  - (9) Medicaid Provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a

community residence facility, or a group home for mentally retarded persons 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

(10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

**H.8.9** The Mayor may exempt a Provider 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.9 SUBCONTRACTING REQUIREMENTS**

### **H.9.1 Mandatory Subcontracting Requirements**

**H.9.1.1** 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.9.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any 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.9.1.3** A prime Provider which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

### **H.9.2 Subcontracting Plan**

If the prime Provider is required by law to subcontract under this HCA, it must subcontract at least 35% of the dollar volume of this HCA in accordance with the provisions of section H.9.1. The prime Provider responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Provider is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the CO, 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.9.2.1** 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.9.2.2** 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.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.9.2.4** The name of the individual employed by the prime Provider who will administer the subcontracting plan, and a description of the duties of the individual;
- H.9.2.5** A description of the efforts the prime Provider 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.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime Provider 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 HCA;
- H.9.2.7** Assurances that the prime Provider 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 Provider with the subcontracting plan;
- H.9.2.8** A list of the type of records the prime Provider will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime Provider will make such records available for review upon the District's request; and
- H.9.2.9** A description of the prime Provider's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.
- H.9.3** **Subcontracting Plan Compliance Reporting**
- H.9.3.1** If the Provider has an approved subcontracting plan required by law under this HCA, the Provider shall submit to the CO and the Director of DSLBD, no later than the 21<sup>st</sup> of each month following execution of the HCA, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:
- H.9.3.1.1** The dollar amount of the HCA or procurement;
- H.9.3.1.2** A brief description of the goods procured or the services contracted for;
- H.9.3.1.3** The name of the business enterprise from which the goods were procured or services contracted;

- H.9.3.1.4** Whether the subcontractors to the HCA are currently certified business enterprises;
- H.9.3.1.5** The dollar percentage of the HCA awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.9.3.1.6** A description of the activities the Provider engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.9.3.1.7** A description of any changes to the activities the Provider intends to make by the next month to achieve the requirements set forth in its plan.

#### **H.9.4**     **Subcontractor Standards**

- H.9.4.1** A prime Provider shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

#### **H.9.5**     **Enforcement and Penalties for Breach of Subcontracting Plan**

- H.9.5.1** If during the performance of this HCA, the Provider fails to comply with its approved subcontracting plan, and the CO determines the Provider's failure to be a material breach of the HCA, the CO shall have cause to terminate the HCA under the default clause of the Standard Contract Provisions.
- H.9.5.2** There shall be a rebuttable presumption that a Provider willfully breached its approved subcontracting plan if the Provider (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.
- H.9.5.3** A Provider 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 Provider was to subcontract to certified business enterprises, whichever is greater, for each such breach.

#### **H.10**     **DISTRICT RESPONSIBILITIES**

- H.10.1** The District shall submit to the Provider the referral packet, which shall include but not be limited to the following:
  - H.10.1.1** Release of Confidential Information Consent form signed by the referral;
  - H.10.1.2** Written authorization form bearing the signature of the VR specialist for the services;
  - H.10.1.3** The type of evaluation, training and any other specific assistive technology requested by the VR specialist;
  - H.10.1.4** A specific referral question or set of referral questions (reasons for the referral) to guide the assessment process;
  - H.10.1.5** For ILS service: Medical history, psychological/neurological evaluations, social history, available family information, individual habilitation or treatment plans, or/and another pertinent documentation; and

- H.10.1.6** The type of independent living core services requested by the VR Specialist.
- H.10.2** The District will make the Provider aware of Federal and District laws and established policies pertaining to maintaining individual records through discussion, providing certain copies of policies and explaining how the Provider may obtain copies of the Federal and District laws.
- H.10.3** The District will be financially responsible for those specific services requested by the person and required of the Provider, each of which must be authorized prior to the provision of services.
- H.10.4** The VR Specialist will send notice of cancellation of appointment as soon as the District receives the cancellation notice from the referral. A no-show fee shall be applied only if the notice of appointment cancellation is within three (3) business days.



## SECTION I: CONTRACT CLAUSES

### I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 (“SCP”) are incorporated as part of the HCA. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://www.ocp.dc.gov), click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

### I.2 CONFIDENTIALITY OF INFORMATION

The Provider 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.3 TIME

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

### I.4 RIGHTS IN DATA

**I.4.1** “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

**I.4.2** The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

**I.4.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute

an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

- I.4.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.4.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Provider hereby acknowledges that all data, including, without limitation, computer program codes, produced by Provider for the District under this HCA, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Provider hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Provider agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Provider agrees not to assert any rights in common law or in equity in such data. The Provider shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.4.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this HCA, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.4.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.4.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.4.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

**I.4.6.4** The restricted rights set forth in section I.5.6 are of no effect unless

- (i) the data is marked by the Provider with the following legend:

**RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in HCA No. \_\_\_\_\_ with (Provider's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Provider may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the HCA prior to the delivery date of the software. Failure of the Provider to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

**I.5.8** In addition to the rights granted in Section I.5.6 above, the Provider hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Provider, in any work of authorship prepared for or acquired by the District under this HCA. Unless written approval of the CO is obtained, the Provider shall not include in technical data or computer software prepared for or acquired by the District under this HCA any works of authorship in which copyright is not owned by the Provider without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

**I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this HCA, the Provider shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Provider's rights in that subcontractor data or computer software which is required for the District.

**I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Provider shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Provider, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this HCA or any paid-up maintenance agreement, or if Provider should be declared bankrupt or 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 then current version of the source code supplied under this HCA, 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.

**I.5.11** The Provider 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 HCA, or (ii) based upon any data furnished under this HCA, or based upon libelous or other unlawful matter contained in such data.

**I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

**I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Provider by the District and incorporated in the work furnished under HCA, provided that such incorporated material is identified by the Provider at the time of delivery of such work.

## **I.6 OTHER PROVIDERS**

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

## **I.7 Consent to Subcontracts**

The Provider hereunder shall not subcontract any of the Provider'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 being executed by the Provider. Any such subcontract shall specify that the Provider and the subcontractor shall be subject to every provision of this HCA. Notwithstanding any such subcontract approved by the District, the Provider shall remain liable to the District for all Provider's work and services required hereunder.

## **I.8 INSURANCE (March 2010)**

**I.8.1 GENERAL REQUIREMENTS.** The Provider shall acquire and maintain, during the entire period of performance under this HCA, the types of insurance specified below. The Provider shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under this HCA. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Provider shall require all of its subcontractors to carry the same insurance required herein. The Provider shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior

written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Provider shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

- I.8.1.1 Commercial General Liability Insurance.** The Provider shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent Providers. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Provider shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this HCA.
- I.8.1.2 Automobile Liability Insurance.** The Provider shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this HCA. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- I.8.1.3 Workers' Compensation Insurance.** The Provider shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the HCA is performed.
- I.8.1.4 Employer's Liability Insurance.** The Provider shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
- I.8.1.5 Umbrella or Excess Liability Insurance.** The Provider shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the District of Columbia as additional insured.
- I.8.1.6 Professional Liability Insurance (Errors & Omissions).** The Provider 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 HCA. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$2,000,000 annual aggregate.
- I.8.1.7 Crime Insurance (3<sup>rd</sup> Party Indemnity).** The Provider shall provide a 3<sup>rd</sup> Party Crime policy to cover the dishonest acts of Provider's employees that result in a loss to the District. The policy shall provide a limit of \$50,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.
- I.8.1.8 Sexual/Physical Abuse & Molestation.** The Provider shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.
- I.8.2 DURATION.** The Provider shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required

Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this HCA.

- I.8.3 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 PROVIDER'S LIABILITY UNDER THIS CONTRACT.**
- I.8.4 PROVIDER'S PROPERTY.** The Provider 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.8.5 MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Provider shall include all of the costs of insurance and bonds in the HCA price.
- I.8.6 NOTIFICATION.** The Provider shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- I.8.7 CERTIFICATES OF INSURANCE.** The Provider shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Department on Disability Services  
Address: 1125 15<sup>th</sup> Street, NW, 4<sup>th</sup> Floor  
Washington, DC 20005  
*E-mail address: [Tina.Hill@dc.gov](mailto:Tina.Hill@dc.gov)*

- I.8.8 DISCLOSURE OF INFORMATION.** The Provider agrees that the District may disclose the name and HCA information of its insurers to any third party that presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Provider, its agents, employees, servants or subcontractors in the performance of this HCA.

**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 Provider 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:

- (1) The Human Care Agreement
- (2) Provider's Proposal
- (3) The Government of the District of Columbia Standard Contract Provisions for Use with District of Columbia Government Supply and Services dated July 2010.
- (4) Department on Disability Services Policies and Procedures
- (5) The Human Care Agreement Provider Qualifications Record.
- (6) The Task Order with sufficient funding under a Purchase Order.

**I.11 Contracts in Excess of One Million Dollars**

Task orders against any HCA totaling an amount 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.12 Governing Law**

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

**I.13 TAX COMPLIANCE CERTIFICATION**

In signing and submitting this Agreement, the Provider certifies, attests, agrees, and acknowledges that the Provider is in compliance with all applicable tax requirements of the District of Columbia and shall maintain that compliance for the duration of this Agreement.

**SECTION J: ATTACHMENTS**

The following list of attachments is incorporated into the solicitation by reference. *[However, include **ONLY J.1, J.2, J.5, J.6, J.7 and J.10** in the final HCA.]*

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Standard Contract Provisions
<b>J.2</b>	U.S. Department of Labor Wage Determination No. 2005-2103, Revision 15, dated 12/29/2015
<b>J.3</b>	Way to Work Amendment Act of 2015- Living Wage Notice
<b>J.4</b>	Way to Work Amendment Act of 2015 - Living Wage Fact Sheet
<b>J.5</b>	Contactor Qualification Record (CQR) with attachments available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.6</b>	Bidder/Provider Certifications available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.7</b>	<b>DDS HIPAA BUSINESS ASSOCIATE COMPLIANCE (August 2013)</b>
<b>J.8</b>	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.9</b>	Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.10</b>	Itemized AT Price Schedule



**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF PROVIDERS**

Bidder/ Provider Certification Form

available at [www.ocp.dc.gov](http://www.ocp.dc.gov) click on “Solicitation Attachments”

**SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO PROVIDERS****L.1 CONTRACT AWARD****L.1.1 Award in the Best Interest of the District**

The District intends to award multiple Human Care Agreements resulting from this solicitation based upon the Contracting Officer's determination that the Human Care Agreement is in the best interest of the District, considering the service provider's qualifications, its capability of providing the services, and a determination that the price is reasonable.

**L.1.2 Initial Offers**

The District may award Human Care Agreements 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 FORM, ORGANIZATION AND CONTENT**

**L.2.1** One original applications and three (3) Copies, shall be submitted by 2:00 pm on June 30, 2016, to 250 E Street SW, Washington DC 20014. Along with the Information, including resumes, pertinent credentials, a copy of specific required certificates/degrees described in Section C.5.9, demonstrating the experience, qualifications and expertise of the Provider to meet the minimum qualifications and the expertise to perform the required independent living core services as described in Section C of this solicitation. Applications shall be typewritten in 12 point font size. Telephonic, telegraphic, and facsimile proposals will not be accepted.

**L.2.2** The Provider shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services delivery thereof. The information requested below shall facilitate evaluation and best value source selection for all applications. The data provided by the Provider must contain sufficient detail to provide a clear and concise representation of the provider's capability to provide the requirements as set forth in Section C. In addition, the application shall include, the following

**L.2.3.1** Audited financial statements for the two most recently completed fiscal years, dated within the most recent twelve (12) months prior to application. The financial statements shall be prepared by an independent third party certified professional auditor that is experienced in the audit commercial financial statements.

**L.2.3.2** Criminal background checks for those individuals identified as key personnel, including all principals, officers and individuals in positions designated to serve administrative functions. In this instance, administrative functions specifically refer to those individuals that will interface with DDS and conduct business regarding the provider's organization in the name of the organization.

**L.2.3.3** Complete written job descriptions covering all positions within the Provider's program described in section 5.8 and 5.9. Job descriptions shall include education, experience

and/or licensing certification criteria, description of duties and responsibilities, hours of work, and performance evaluation criteria.

**L.2.3.4** Resumes of work experience and personal references, which shall be available for review upon request by DDS or other investigative or enforcement agencies.

**L.3 SIGNING OF HUMAN CARE AGREEMENT**

The Provider shall sign and print or type its name on the Human Care Agreement Award form of this solicitation. Agreements 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.

## Attachment J.10 Itemized AT Price Schedule

### Assistive Technology Equipment and Rates

Item#	GENERAL ITEM DESCRIPTION	SPECIFIC PRODUCT EXAMPLE	Price
0001	Digital voice recorder, blind accessible, pocket-sized	Olympus DP-311 digital voice recorder, 2gb	
0002	Blood pressure monitor, talking, arm cuff style	Briggs Medical HealthSmart blood pressure monitor with arm cuff	
0003	Glucometer, talking	Prodigy AutoCode Talking Blood Glucose Monitoring Kit	
0004	Glucometer test strips for talking glucometer	Prodigy AutoCode test strips, 4 boxes (50 strips per box)	
0005	Telephone, big button, brailled	MaxiAids brand (24000) phone with large buttons, braille & redial	
0006	Liquid level indicator, tone alarm	"Easy Say Stop" audible liquid level indicator	
0007	Liquid level indicator, vibrating alarm	MaxiAids brand (509372) vibrating liquid level indicator	
0008	Thermometer (cooking), talking	MaxiAids brand (300161) talking digital cooking thermometer, -4 to +248 degrees F	
0009	Labeler, voice note capable	RNIB PenFriend2 voice labeling system	
0010	Labeler, voice note capable, washable	RNIB PenFriend2 voice labeling system laundry labels, 48 pack	
0011	Sewing needles, self-threading	Colonial package of 6 easy-threading needles	
0012	Calculator, talking, large numbers, desktop style	Tel-Time talking calculator with 8 digit display and 0.5 inch numbers	
0013	Alarm clock, talking, atomic	Reizen talking atomic alarm clock with time, date, volume adjustment	
0014	Clock, large print, wall-mounted, bold black numbers, white face	Reizen 14" wall clock, black on white	
0015	Clock, large print, wall-mounted, bold white numbers, black face	Reizen 14" wall clock, white on black	

## Attachment J.10 Itemized AT Price Schedule

### Assistive Technology Equipment and Rates

Item#	GENERAL ITEM DESCRIPTION	SPECIFIC PRODUCT EXAMPLE	Price
0016	Oven mitt, heat and flame resistant, 17 inch cuff	Reizen oven mitt (no fingers) with 17 inch cuff, heat and flame resistant	
0017	Oven glove, heat and flame resistant, 17 inch cuff	Reizen oven glove (with fingers) 17 inch cuff, heat resistant to 480 degrees	
0018	Color identifier, talking, 150+ color shades	Colorino talking color identifier	
0019	Currency identifier, talking	Orbit Research iBill, 2nd Generation	
0020	Scale, talking, bath style	Royal Tel-Weight talking bath scale, non-slip surface, 440 lb capacity	
0021	Sunglasses, glare-reducing, contrast-enhancing	Eschenbach "Solar Shield"/"Haven"/"Solar Comfort", glare assessment assortment	
0022	White mobility cane, folding, 36 inch	Ambutech 36" 4-section folding graphite mobility cane with marshmallow tip	
0023	White mobility cane, folding, 38 inch	Ambutech 38" 4-section folding graphite mobility cane with marshmallow tip	
0024	White mobility cane, folding, 40 inch	Ambutech 40" 4-section folding graphite mobility cane with marshmallow tip	
0025	White mobility cane, folding, 42 inch	Ambutech 42" 4-section folding graphite mobility cane with marshmallow tip	
0026	White mobility cane, folding, 44 inch	Ambutech 44" 4-section folding graphite mobility cane with marshmallow tip	
0027	White mobility cane, folding, 46 inch	Ambutech 46" 6-section folding graphite mobility cane with marshmallow tip	
0028	White mobility cane, folding, 48 inch	Ambutech 48" 6-section folding graphite mobility cane with marshmallow tip	
0029	White mobility cane, folding, 50 inch	Ambutech 50" 6-section folding graphite mobility cane with marshmallow tip	
0030	White mobility cane, folding, 52 inch	Ambutech 52" 6-section folding graphite mobility cane with marshmallow tip	

**Attachment J.10 Itemized AT Price Schedule**

**Assistive Technology Equipment and Rates**

<b>Item#</b>	<b>GENERAL ITEM DESCRIPTION</b>	<b>SPECIFIC PRODUCT EXAMPLE</b>	<b>Price</b>
0031	White mobility cane, folding, 54 inch	Ambutech 54" 6-section folding graphite mobility cane with marshmallow tip	
0032	White mobility cane, folding, 56 inch	Ambutech 56" 6-section folding graphite mobility cane with marshmallow tip	
0033	White mobility cane, folding, 58 inch	Ambutech 58" 6-section folding graphite mobility cane with marshmallow tip	
0034	White mobility cane, folding, 60 inch	Ambutech 60" 6-section folding graphite mobility cane with marshmallow tip	
0035	White mobility cane, folding, 62 inch	Ambutech 62" 6-section folding graphite mobility cane with marshmallow tip	
0036	White mobility cane, folding, 64 inch	Ambutech 64" 6-section folding graphite mobility cane with marshmallow tip	
0037	Cane tip for white mobility cane, hook style, rolling marshmallow	Ambutech rolling marshmallow tip for white cane, hook style	
0038	Cane tip for white mobility cane, hook style, marshmallow	Ambutech "high mileage" marshmallow tip for white cane, hook style	
0039	Cane tip for white mobility cane, hook style, rolling ball	Ambutech ball tip for white cane, hook style	
0040	Cane tip for white mobility cane, hook style, ceramic	Ambutech ceramic tip for white cane, hook style	
0041	Cane tip for white mobility cane, hook style, jumbo roller	Ambutech "jumbo roller" cane tip, hook style	
0042	Cane tip for white mobility cane, hook style, pencil	Ambutech pencil tip for white cane, hook style	
0043	Cane pouch for white mobility cane, leather	Ambutech leather mobility cane pouch, 11" with spring clip/belt loop	
0044	Ultrasonic mobility aid, white mobility cane style	UltraCane	
0045	Ultrasonic mobility aid, glasses style	Ambutech iGlasses	

## Attachment J.10 Itemized AT Price Schedule

### Assistive Technology Equipment and Rates

Item#	GENERAL ITEM DESCRIPTION	SPECIFIC PRODUCT EXAMPLE	Price
0046	Support cane with integrated folding seat, 250lb+ capacity	MaxiAids brand (151365) folding seat cane (tripod design)	
0047	Padlock, non-visual style	MaxiAids brand (248014) tactile push-button combination padlock for blind users	
0048	Watch, talking, time and date, expanding metal band, men's	Royal Tel-Time men's watch, expanding metal band, with alarm and calendar	
0049	Watch, talking, time and date, expanding metal band, ladies	Royal Tel-Time ladies watch, expanding metal band, with alarm and calendar	
0050	Watch, talking, time and date, leather buckle band, men's	Royal Tel-Time men's watch, leather buckle band, with alarm and calendar	
0051	Watch, talking, time and date, leather buckle band, ladies	Royal Tel-Time ladies watch, leather buckle band, with alarm and calendar	
0052	Watch, talking, time and date, water resistant, unisex	Royal Tel-Time water-resistant watch, plastic band, with alarm and calendar	
0053	Timer, talking	Reizen digital talking countdown timer	
0054	Monocular, 4x, handheld	NcSTAR 4x12mm handheld monocular with strap and carrying case	
0055	Monocular, 6x, handheld	NcSTAR 6x16mm handheld monocular with strap and carrying case	
0056	Monocular, 8x, handheld	NcSTAR 8x21mm handheld monocular with strap and carrying case	
0057	Monocular, 12x, handheld	NcSTAR 12x25mm handheld monocular with strap and carrying case	
0058	Writing guide kit, stencil-like	MaxiAids brand (209455) kit with 20/20 pen, paper, writing guides for signature, check, letter & envelope	
0059	Writing paper, bold line, 5.5x8.5, 9/16" line spacing, white	100 sheet pad, bold lines on white writing paper, 5.5x8.5, 9/16 line spacing	
0060	Writing paper, bold line, 8.5x11, 9/16" line spacing, white	90 sheet pad, bold lines, white writing paper, 8.5x11, 9/16 line spacing	

**Attachment J.10 Itemized AT Price Schedule**

**Assistive Technology Equipment and Rates**

<b>Item#</b>	<b>GENERAL ITEM DESCRIPTION</b>	<b>SPECIFIC PRODUCT EXAMPLE</b>	<b>Price</b>
0061	Writing paper, bold line, 8.5x11, 7/8" line spacing, white	90 sheet pad, bold lines, white writing paper, 8.5x11, 7/8 line spacing	
0062	Writing paper, bold line, 8.5x11, 9/16" line spacing, yellow	90 sheet pad, bold lines, yellow writing paper, 8.5x11, 9/16 line spacing	
0063	Writing paper, bold line, 8.5x11, 9/16" line spacing, assorted colors	90 sheets (30 yellow, 30 green, 30 pink pads), bold lines, 8.5x11, 9/16 line spacing	
<b><i>Hardware</i></b>			
0064	Windows Desktop Computer- PC	Intel® Core™ i3-4160 Processor (Dual Core, 3MB, 3.60GHz w/HD4400 Graphics) -2.5inch 500GB 7200RPM Hard Drive - 4GB (1x4GB) 1600MHz DDR3L Memory - Windows 7 Professional English/French 64bit (Includes Windows 8.1 Pro license)	
0065	Monitor	Dell - E2014H 19.5" LED Monitor	
0066	Windows Laptop Computer	Lenovo Thinkpad- 15.6-inch High Performance Laptop for Business with Windows 7/8.1 Professional 64-bit(Latest 5th Gen Intel Core i5-5200U processor 3MB cache 2.7GHz Turbo Frequency, 4GB DDR3L Memory, 500GB hard drive	
0067	OCR Printer/Scanner	Epson Perfection Scanner	
0068	Computer Keyboard	Microsoft All-in-One Media Wirelss 2.4 GHz Keyboard-TrackPad	
0069	Computer speakers	Logitech - Z323 Speaker System - Black	
0070	Surge Suppressor	Belkin Surge Protector - 8-Outlet Surge Protector - Black	
0071	Surge Suppressor	Belkin Surge Protector - 6-Outlets Power Strip	
0072	Digital/Audio Recorders/Players	Victor Reader Stream - by HumanWare	



## Attachment J.10 Itemized AT Price Schedule

### Assistive Technology Equipment and Rates

Item#	GENERAL ITEM DESCRIPTION	SPECIFIC PRODUCT EXAMPLE	Price
0073	Desktop Magnifier/CCTV	Prodigy 2-in-1 Electronic Magnifier 24"	
0074	Portable Video Magnifier	MagniLink S Video Magnifier	
0075	Braille Notetaker	BrailleNote Apex BT 32 Braille Notetaker	
0076	Braille Display	Brailliant BI 40	
0077	ZoomText Keyboard	ZoomText Large Print Keyboard	
0078	MAGic Keyboard	MAGic Large Print Keyboard	
0079	USB Headset	Plantronics Audio 478 Stereo USB Headset	
0080	Voice Recognition Headset	Nuance Dragon USB Headset	
0081	Handheld Magnifier	RUBY XL HD Handheld Video Magnifier	
0082	Scanning and Reading Appliance	SARA Scanning and Reading Appliance	
0083	Deaf communication device	UbiDuo	
0084	Carrying case/bag	Laptop bag	
0085	Apple iOS Laptop	MacBook Pro - 2.7GHz Processor 128 GB Storage 2.7GHz dual-core Intel Core i5 Turbo Boost up to 3.1GHz 8GB 1866MHz LPDDR3 memory 128GB PCIe-based flash storage1 Intel Iris Graphics 6100 Built-in battery (10 hours)2 Force Touch trackpad	

## Attachment J.10 Itemized AT Price Schedule

### Assistive Technology Equipment and Rates

Item#	GENERAL ITEM DESCRIPTION	SPECIFIC PRODUCT EXAMPLE	Price
0086	Apple iOS Desktop Computer	iMac - 2.8GHz Processor 1TB Storage 2.8GHz quad-core Intel Core i5 processor Turbo Boost up to 3.3GHz 8GB of onboard memory, configurable up to 16GB 1TB hard drive Intel Iris Pro Graphics 6200 1920-by-1080 sRGB display	
0087	Apple iOS Tablet	iPad Air 2 - 64GB - with WiFi	
0088	Apple iOS Mini Tablet	iPad Mini 4 - 64GB with WiFi	
0089	Apple Super Drive	Compatible with the following computers: MacBook Pro with Retina display MacBook Air iMac (late 2012) and later Mac mini (late 2009) and later Mac Pro (late 2013)	
0090	iPad Case	iPad Air Smart Case - Black	
0091	iPad Keyboard	Smart Keyboard for iPad Pro	
0092	Apple Keyboard	Magic Keyboard - US English	
0093	Portable Reading Camera	Pearl Camera	
0094	Univesral Mounting System Desk/Wheelchair	RAM MOUNT - RAM-B-316-RAM POD w/Clamp Base	
0095	DeafBlind Communication	Interpretype DeafBlind Communication System	
0096	Smart Pen	LiveScribe 3	
0097	Sound Enclosure for Braille Embosser	Peacemaker	
0098	Braille Printer	Embosser - Trident – v.10	

## Attachment J.10 Itemized AT Price Schedule

### Assistive Technology Equipment and Rates

Item#	GENERAL ITEM DESCRIPTION	SPECIFIC PRODUCT EXAMPLE	Price
0099	Braille Translation Software	Duxbury for Windows - DBT 11.2 SR4	
0100	Manual Braille Writer	Perkins Brailler	
0101	Mouse	Microsoft Optical Mouse 200- USB	
0102	FM System	Williams Sound PFM PRO Personal FM Listening System	
<b><i>Software</i></b>			
0103	Microsoft Office License	Home and Business 2013 or latest	
0104	Antivirus Plus	McAfee Antivirus Plus 2015 or latest	
0105	JAWS Screen Reading Software	JAWS Pro with Software Management Agreement (SMA)	
0106	MAGic Screen Magnification/Reading Software	MAGic with Software Maintenance Agreement (SMA)	
0107	Dolphin Guide Screen Reader/Magnification Software	Dolphin Guide with SMA	
0108	Zoom Text Screen Magnification/Reading Software	ZoomText with Extended Service Plan (ESP)	
0109	OCR Scanning & Reading Software	OpenBook (Optical Character Recognition-OCR)	
0110	Computer-Connected Scanning & Converting	Kurzweil 1000 v14 (Optical Character Recognition-OCR)	
0111	Writing Support Software	Kurzweil 3000 v14	
0112	Literacy - Learning Software	Inspiration 9	

**Attachment J.10 Itemized AT Price Schedule**

**Assistive Technology Equipment and Rates**

<b>Item#</b>	<b>GENERAL ITEM DESCRIPTION</b>	<b>SPECIFIC PRODUCT EXAMPLE</b>	<b>Price</b>
0113	Typing Training Program	TypeAbility	
0114	Voice Recognition Software for Mac	Dragon Dictate	
0115	Voice Recognition Software for Windows	Dragon Naturally Speaking - Pro/Premium	
0116	Math Software	MathTalk with Scientific Notebook and Dragon	