

HUMAN CARE AGREEMENT

1. Human Care Agreement Number DCJM-2015-H-0026-	2. Date of Award See Block 13C	3a. Date Solicitation Issued May 22, 2015	3b. Date Solicitation Closes September 30, 2015
4. Issued by: Department on Disability Services Office of Contracts and Procurement 1125 – 15 th Street NW., 9 th Floor Washington, DC 20005-2717	5. Administered by: Department on Disability Services Rehabilitation Services Administration (RSA) 1125 – 15 th Street, NW., 9 th Floor Washington, DC 20005-2717 202-442-8400 Fax 202-442-8725		

6. NAME AND ADDRESS OF PROVIDER/CONTRACTOR (No. Street, county, state and ZIP Code)

Telephone: Fax: E-Mail:

7. PROVIDER/CONTRACTOR SHALL SUBMIT ALL INVOICES TO: Department on Disability Services Office of the Controller, 4 th Floor 64 New York Avenue, NE Washington, DC 20002	8. DISTRICT SHALL SEND ALL PAYMENTS TO: Address in Block 6
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9. DESCRIPTION OF HUMAN CARE SERVICE AND RATE COST

LINE ITEM	NIGP CODE	BRIEF DESCRIPTION OF HUMAN CARE SERVICE	QUANTITY OF SERVICE REQUIRED	TOTAL SERVICE UNITS	SERVICE RATE	TOTAL AMOUNT
0001		Evidence Based Supported Employment (EBSE)	See Individual Task Orders	See Individual Task Orders	SEE SECTION B	See Individual Task Orders
GRAND TOTAL						\$

10. APPROPRIATION DATA AND FINANCIAL CERTIFICATION

TO BE CITED ON EACH TASK ORDER

11. PERIOD OF HUMAN CARE AGREEMENT

Starting Date: See Block 13 C

Ending Date: One year after Date of Award

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) Any other provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. This Human Care Agreement between the signatories to this document constitutes the entire agreement of the parties.

12. FOR THE PROVIDER/ CONTRACTOR

13. FOR THE DISTRICT OF COLUMBIA

A. Name and Title of Signer (Type or print)		A. Name of Contracting Officer (Type or print)	
B. Authorized Signature of the PROVIDER/CONTRACTOR:	C. DATE	B. Signature of CONTRACTING OFFICER:	C. DATE

(Base Year)

PART 1

THE SCOPE OF HUMAN CARE SERVICES

SECTION B – HUMAN CARE SERVICES AND SERVICE RATES

B.1 The government of the District of Columbia on behalf of the Department on Disability Services (DDS), Rehabilitation Services Administration (RSA) hereafter referred to as the “**District**,” is entering into a Human Care Agreement (HCA) with Department of Behavioral Health (DBH) approved Supported Employment providers for the purchase of vocational rehabilitation human care services for Evidenced Based Supported Employment and vocational training for persons with disability, pursuant to the HCA 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.2 This is a HCA based on fixed-rate prices. The Provider shall provide services in accordance with Section C as specified herein and at the prices specified in Section B.3, based on the cite from DBH regulation and Contractors agreement with DBH. However, payments for this HCA are based on specific milestones outlined in Section C. Milestone payments are calculated using the unit rates established by Department of Behavioral Health (DBH) found in 22 DCMR A-5101 (\$18.61 per unit) times the expected authorized units allowed by RSA (150 units for job development and 150 units for job coaching Services) to reach each milestone. These rates are not negotiable based on actual time spent to serve each individual client, but rather, considers an entire caseload.

B.3 PRICE SCHEDULE:

CLIN	Service Description	Unit	Price
0001	Job Development (Appendix A)		
0001A	30 Days Job Development Progress Report	Each	\$930.50
0001B	60 Days Job Development Progress Report	Each	\$930.50
0001C	90 Days Job Development Progress Report	Each	\$930.50
	CLIN 0001 Total		\$2,791.50*
0002	Job Placement		
0002A	Job Placement Information Report (Appendix B)	Each	\$930.50
0002B	Job Stabilization Report (Appendix C)	Each	\$930.50
0002C	Job Stabilization Closure Report (Appendix D)	Each	\$930.50
	CLIN 0002 Total		\$2791.50

*If the person is placed in less than 90 days, the provider will be paid any remaining amounts owed at the time of placement, such that the total payment for placement will be \$2791.50.

B.2.2 An offeror applying for this HCA shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by the law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1

B.4 COMPLIANCE WITH SERVICE RATES

B.4.1 All human care services shall be provided, and the District shall only pay, in accordance with the service fees shown in Section B, Human Care Services and Service Fees upon acceptance of deliverable as required. If any overpayment occurs, the Provider shall repay the District in the full amount of the overpayment.

B.5 TAX COMPLIANCE CERTIFICATION

B.5.1 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 C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

C.1.1 The District's goal is to provide vocational rehabilitation services to persons with mental and/or physical disability to obtain and maintain employment which results in economic self-sufficiency and independence. The District is seeking DBH approved supported employment Provider(s) to provide persons with disability with the services listed in section B to meet this goal.

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

C.2 APPLICABLE DOCUMENTS:

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

C.2.2 As a condition of the District's determination of 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.

Item No.	Document Type	Title	Date	Document Location
1.	Workforce Innovation and Opportunity Act	P.L. 113-128	2014	<u>https://www.congress.gov/113/bills/hr803/BILLS-113hr803enr.pdf</u>
2.	Americans with Disabilities Act as Amended	P.L.101-336	1990	<u>http://www.ada.gov/</u>

3.	Rehabilitation Act Amendments of 1973	P.L.93-112	1973	http://www2.ed.gov/policy/special/reg/narrative.html
4.	Ticket To Work and Work Incentives Improvement Act	P.L.106-170	1999	http://www.ssa.gov/legislation/legislation_bulletin_120399.html
5.	Department of Mental Health Establishment Act	D.C. Law 14-56; D.C. Official Code §§ 7-1131.04 and 7-1131.05 (2008 Repl.)	2001	http://dcode.org/simple/sections/7-1131.03.html
6.	Mayor's DC Language Access Act		2004	http://www.ohr.washingtondc.gov/ohr/cwp/view,a,3,q,636135,ohrNav,%7C30953%7C.asp
7.	Registry of Interpreters for the Deaf Certification	Code of Professional Conduct	2005	http://www.rid.org/
8.	DCMR 27	CDCR 27-100 to 4299	2007	http://www.dcregs.dgov/Search/DCMRSearchByChapter.aspx?SearchType=DCMRChapterNum&KeyValue=27

9.	Requirement for Background Check to work with minor or vulnerable population	42 U.S. Code § 13041 45 CFR Parts 2510, 2522, 2540, 2551, and 2552 D.C. Code § 4-1501.06	2011	http://www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl
10.	34 CFR 361 34 CFR 363	34 CFR 361 and 363 <i>et seq.</i>		http://www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl
11.	DC DDS/RSA Policy			http://dds.dc.gov/page/policies-and-procedures-rsa

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

C.3 DEFINITIONS

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

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

C.3.2 Authorization/Referral: 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. Evidenced based referral shall include medical and/or psychological report(s) that indicates that a

person with disability is eligible for the District's supported employment services. The Provider is to include medical, psychological and previous vocational training and transferable skills prior to referral to the District.

- C.3.3 Competitive integrated employment** - means work that is performed on a full-time or part-time basis (including self-employment)- “(A) for which an individual- “(i) is compensated at a rate that - “(I)(aa) shall be not less than the higher of the rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1)) or the rate specified in the applicable State or local minimum wage law; and “(bb) is not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not individuals with disabilities, and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills; or “(II) in the case of an individual who is self-employed, yields an income that is comparable to the income received by other individuals who are not individuals with disabilities, and who are self-employed in similar occupations or on similar tasks and who have similar training, experience, and skills; and “(ii) is eligible for the level of benefits provided to other employees; “(B) that is at a location typically found in the community and where the employee with a disability interacts with the purpose of performing the duties of the position with other employees within the particular work unit and the entire work site, and, as appropriate to the work performed, other persons (e.g. customers and vendors) who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that individuals who are not individuals with disabilities and who are in comparable positions interact with other persons; and H. R. 803—210 “(C) presents opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions.” (As cited in WIOA Section 3. Definition)
- C.3.4 DBH:** The Department of Behavioral Health
- C.3.5 Eligibility Requirement:** The designated State unit's determination of an applicant's eligibility for vocational rehabilitation services must be based only on the following requirements: (i) A determination by qualified personnel that the applicant has a physical or mental impairment. (ii) A determination by qualified personnel that the applicant's physical or mental impairment constitutes or results in a substantial impediment to employment for the applicant. (iii) A determination by a qualified VRS employed by the designated State unit that the applicant requires vocational rehabilitation services to prepare for, secure, retain, or regain employment consistent with the applicant's unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice. (As cited in 34 CFR §361.42(a)(i)(ii)(iii)(iv)).
- C.3.6 Employment or Vocational Goal:** a planned goal that reflects the individual's interests and informed choice to the extent that those factors are consistent with the individual's strengths, resources, priorities, concerns, abilities, and capabilities (As cited in RSA PD 97-04).
- C.3.7 Employment Outcome:** Entering or retaining full-time or, if appropriate, part-time competitive employment in the integrated labor market to the greatest extent practicable: supported employment, or any other type of employment, including self-employment, telecommuting, or business ownership, that is consistent with an

individual's strengths, resources, priorities, concerns, abilities, capabilities, interest, and informed choice.

- C.3.8 Employment Specialist(s):** Staff who works for a community rehabilitation service Provider who helps a person find and maintain competitive employment that is consistent with their vocational goal (also known by different titles by different organizations such as community resource specialist).
- C.3.9 Individual Placement Model:** It is a supported employment model where the employment specialist engages a variety of workplace and off-work supports to assist the supported employee in getting and keeping a job. In contrast to the group model, the individual placement model is less restrictive with each supported employee employed as a single employee with jobs matched based on individual strengths, aptitudes and preference and utilize supports that are provided directly by an employment specialist who acts as a job coach, and/or are based on natural supports in the employment or community setting (As cited in Work and Disability, Third Edition, Proed Inc., 2010 by Edna Mora Szymanski and Randall M. Parker).
- C.3.10 Individualized Plan for Employment (IPE):** A plan developed consistent with the employment factors of a person determined eligible for VR services with or without the assistance of a VRS that identifies the vocational goal and services that will aid in achieving that goal.
- C.3.11 Intake and Assessment:** the process of utilizing interview and environmental assessments and consideration of reasonable accommodations along with development of vocational profile conducted in partnership with persons with disability. Core components of assessments shall include person with disability's vocational goal from the Individualized Plan for Employment (IPE), interests, preferences, desired income, and abilities, along with employment/academic history and informed choice.
- C.3.12 Job Coaching:** On-the-job training of a person with a disability by an approved specialist, who uses structured intervention techniques to help the person learn to perform job tasks to the employer's specifications and to learn the interpersonal skills necessary to be accepted as a worker at the job site and in related community contacts. Job coaching also includes related assessment, job development, counseling, advocacy, travel training and other services needed to maintain the employment for the person.
- C.3.13 Job Development:** Job search activities to support and assist a person with a disability in searching for an appropriate job, which may include helping in resume preparation, identifying appropriate job opportunities, developing interview skills, and making contacts with companies on behalf of the person.
- C.3.14 Job Development Progress Report:** A monthly report detailing the activities during the job development and/or customized employment job search phase and describing how the participation of the jobseeker and the efforts of the job developer or employment specialist contribute towards the jobseeker's achievement of the employment outcome.
- C.3.15 Job Placement:** Employment-related services (in a setting outside of supported employment) that are necessary to obtain suitable competitive integrated employment and that are offered by Providers to people with disabilities. Job Placement services include Intake and Assessment, Job Development and Placement services.

- C.3.16 Job Stabilization Closure Report:** A report regarding a person who receives Job Placement services, which incorporates the elements of the Job Stabilization Progress Report with the addition of closure elements for consideration, such as requested accommodations that were negotiated and established, integration of natural supports, and development of a plan to achieve Competitive Integrated Employment in the event that the job placement yields less than the Washington, D.C. minimum wage.
- C.3.17 Job Stabilization Progress Report:** A report regarding a person who receives Job Placement services, which documents employment information about the person with a disability, including his or her knowledge and performance of the essential tasks of the job, the person's attendance and punctuality, the person's social adjustment in the workplace, the employer's satisfaction with the person's job performance, and the person's satisfaction with the job and ongoing support services.
- C.3.18 Natural Support (On-going Support Service):** Supports that are typically available to all workers in the workplace. Workplace supports may include, but are not limited to, such things as a coworker mentor who assists an employee in learning the job, a supervisor who monitors work performance, a co-worker who assists the person with disability in developing social relationships, orientation training or other company sponsored training events, an employee assistance program and other supports that may be available.
- C.3.19 Placement Information Report:** In a setting outside of supported employment, a report documenting relevant employment information for a person with a disability, including his or her job title, start date, employer name and address, supervisor name and contact information, work hours and salary rate along with the job description, benefits, anticipated needs, and a guarantee that the job placement is Competitive Integrated Employment. The Placement Information Report is submitted along with an employment verification document within two business days of when job placement information has been obtained and preferably before the job's start date.
- C.3.20 Provider:** A consultant, contractor, or vendor of goods or services, who can be an individual, a partnership, non-profit entity, or a corporation that enters into an agreement with the District.
- C.3.21 Supported Employment:** The term 'supported employment' means competitive integrated employment, including customized employment, or employment in an integrated work setting in which individuals are working on a short-term basis toward competitive integrated employment, that is individualized and customized consistent with the strengths, abilities, interests, and informed choice of the individuals involved, for individuals with the most significant disabilities - "(A)(i) for whom competitive integrated employment has not historically occurred; or "(ii) for whom competitive integrated employment has been interrupted or intermittent as a result of a significant disability; and "(B) who, because of the nature and severity of their disability, need intensive supported employment services and extended services after the transition described in paragraph (13)(C), in order to perform the work involved (As cited in WIOA Section 3. Definition).
- C.3.22 Task Order:** An order for services placed against an established Human Care Agreement by issuing a purchase order.

C.3.23 Vocational Rehabilitation Specialist (VRS): 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 that is currently being provided by DBH approved providers under DCRSA HCAs.

C.4.2 The Department on Disability Services, Rehabilitation Services Administration (RSA) hereafter referred to as the “District,” is mandated by Title I of the Rehabilitation Act of 1973 and Workforce Innovation and Opportunity Act (WIOA) (P.L. 113-128) to assist persons with disabilities to prepare for, secure, retain, or regain employment that is consistent with the applicant's unique strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice. National statistics indicate that persons with disabilities are significantly underemployed and unemployed. Additionally, evidenced-based supported employment is an employment model for persons with disability (18) years of age and over with serious mental illness or serious emotional disturbance. It is designed for the persons with the most significant disabilities for which competitive employment has been interrupted or intermittent as a result of their disability. Evidenced-based supported employment involves community-based employment in integrated work settings that is consistent with the strengths, resources, priorities, concerns, abilities, interests and informed choice of the person with disability. This is also true in the District of Columbia.

C.4.3 The District is required to:

C.4.3.1 Assist persons with disabilities in becoming self-sufficient, independent in the home and community by empowering the persons to choose, prepare for, secure, regain, retain or advance in gainful employment through the provision of authorized vocational rehabilitation services, supported employment services and independent living services;

C.4.3.2 The persons will be either presently involved in the District’s program for services, or in need of such services and are eligible to receive vocational rehabilitation services and are residents of the District of Columbia. Some of the persons referred may have multiple disabilities, both physical and/or mental. In addition, the persons may be unable to speak English and may require a language translator, while other individuals may require an interpreter who uses Sign Language. The languages of the non-English speaking population referred may include but not be limited to Spanish, French, Portuguese, Arabic, Amharic, Mandarin, Taiwanese, Cantonese, Farsi and Vietnamese.

C.5 SERVICE REQUIREMENTS:

C.5.1 Evidenced Based Supported Employment:

C.5.1.1 The Provider's supported employment services programs shall include ongoing support services, individual placements, vocational evaluations, and situational assessments.

C.5.1.2 The Provider's goal is an individual placement in competitive integrated employment with supports consistent with the employment goal on the IPE. However, the desires, interests and skill level of the person may dictate one of the other types of placements described. Combination of types is permissible, such that an individual may work some days of the week in an individual placement and some days in another form of supported employment as detailed above.

C.5.1.3 The Providers shall design and implement individualized supports both on and off the work site or both as determined by the person's needs and expressed interests.

C.5.1.4 The Providers shall send referrals with completed intake and assessment for evidenced based supported employment services throughout the District.

C.5.1.5 The Providers shall operate an evidence-based, person oriented; supported employment program for persons providing ongoing work-based vocational assessments, job development, job placement, development of natural supports and follow-along for each person based on DBH six (6) months follow along Policy.

C.5.1.6 The Provider shall provide evidence-based supported employment services at various work sites throughout the District of Columbia and Metropolitan Washington areas.

C.5.1.7 The Providers shall have zero (0) eligibility requirements governing the enrollment of persons with disability in the evidence-based supported employment program. For example, persons with disability shall not be excluded from participation due to a lack of job readiness, Substance abuse, a history of violent behavior, minimal intellectual function or the presence of the symptoms of mental illness. However, the District will require that a person with active illegal substance abuse or a person with alcoholism whose current use of alcohol prevents the person from performing the duties of their job or, by reason of such alcohol abuse, the person would constitute a direct threat to the property or safety of others, receive any necessary treatment prior to initiation or continuation of the VR services.

C.5.1.8 The Provider shall participate in monthly contacts with RSA Supervisors and Contract Administrators to discuss progress and address any issue that is affecting District persons' employment outcome the provision of supported employment services to persons with disability. Contact methods include, but may not be limited to,, provider group meetings, one-to-one calls, conference calls, and electronic communication such as email and facsimile.

- C.5.1.9** The Provider shall market and develop jobs to help persons with disability with activities that lead to community-based competitive jobs based on the persons' preferences. Activities can involve resume development, completing job applications, direct or indirect contact with employers, business groups, chambers of commerce, as well as networking events, job fairs and other opportunities, which result in jobs for the persons.
- C.5.1.10** The Provider shall provide supports to persons with disability that may involve, but are not limited to, travel training, money management, job appropriate grooming and hygiene, problem resolution, on-the-job training, interpersonal skills development, and overall adjustment to a work environment. Job coaching can be provided off-site as well as on-site if the person prefers, or chooses not to disclose their disability to the employer.
- C.5.1.11** The Providers shall ensure that employment specialists are integrated as part of mental health treatment teams with shared decision making. Employment specialists will attend regular treatment team meetings and have frequent contact with treatment team members.
- C.5.1.12** The Provider's supports to the persons and their employers are time-unlimited. The person supports can involve crisis intervention, career counseling, job coaching, treatment changes, travel training, and job support groups. Employer supports may include, staff training, disability awareness education and guidance.
- C.5.1.13** The Providers shall ensure that employment specialists provide job options that are diverse, competitive, integrated with co-workers without disabilities and based in business or employment settings that have permanent status rather than temporary or time-limited status.
- C.5.1.14** The Providers shall ensure that it's supported employment managers and employment specialists attend mandatory monthly evidence-based practice supported employment meetings held by the District.
- C.5.1.15** The Providers shall collect evidence-based supported employment outcome information and provide such data to the District monthly. Outcome data to be collected involves:
- C.5.1.15.1** Number of persons with disability served;
 - C.5.1.15.2** Number of persons with disability employed;
 - C.5.1.15.3** Hours worked;
 - C.5.1.15.4** Wages earned;
 - C.5.1.15.5** Types of jobs held by persons with disability; and

- C.5.1.15.6** Number of persons with disability participating in education programs.
- C.5.1.16** The Providers shall ensure that employment specialists begin the job search Process immediately after the person enters the program based on his/her preference relating to what they enjoy and their personal goals and needs (including experience, ability, symptomatology, health and how each affects a good job match) rather than what jobs are readily available.
- C.5.1.17** The Providers shall ensure that employment specialists provide follow-along supports for the employer and person on a time unlimited basis. Employer Supports may include education and guidance. The persons' supports may include crisis intervention, job coaching, job support groups, transportation, treatment changes, (medication) and networked supports (friends/family).
- C.5.1.18** The Providers shall utilize quality improvement information from a variety of sources, including but not limited to, the person with disability's satisfaction surveys, community service review results, and routine oversight and monitoring activities; in order to monitor the person's satisfaction with the employment services they receive.
- C.5.1.19** The Providers shall be required to participate in a baseline program evaluation conducted by the District and DBH, using the supported employment fidelity scale within one (1) month of the Providers program start-up, with a second evaluation six (6) months after program start- up. An annual fidelity evaluation shall be conducted by the District and DBH.
- C.5.1.20** The Providers shall submit with each invoice the Job Development Progress Report (See Appendix A) and an attached breakdown of the evidence- based supported employment services provided to persons along with his/her first and last names and last four numbers of their Social Security Numbers by the tenth (10th) of the month during the job development and job search phase up until the job seeker is placed. The Job Development Progress Report (See Appendix A) shall be the basis for submitting invoice for the *first three (3) months, but* the Provider shall continue to submit monthly reports thereafter until the job seeker is placed.
- C.5.1.22** The Provider shall develop employment opportunities in competitive integrated settings using the individual placement model.
- C.5.1.23** The Provider shall conduct job development/job placement and it shall be a careful matching of requirements with job seeker's abilities and interests. This shall involve a systematic study of work environment and job task analysis, the knowledge of the job seeker's abilities and performance on job sites.
- C.5.1.24** In the event that the person is not placed after ninety (90) days from the time job development services started, the Provider shall arrange an appointment with the

VR Specialist, the person and the employment specialist to staff the case and discuss the progress in order to identify the impediments and reasons why the person has not successfully gained employment. Case staffing shall occur every ninety (90) days thereafter until the person is successfully placed.

- C.5.1.25** The Provider shall inform the VR Specialist accordingly once the job seeker is successfully placed.
- C.5.1.26** The Provider shall document all relevant placement information in the Job Placement Information Form (See Appendix B), which shall be submitted to the VR Specialist within two (2) business days of an employment offer, when placement information has been obtained, and preferably before employment start date to allow the VR Specialist to determine suitability of placement and issue authorization/referral for stabilization services for Job Placement. The Placement Information Report shall be the basis for submitting invoice.
- C.5.1.27** The Provider shall render support services to a person who has been placed in employment in order to stabilize the placement and enhance job retention. The Provider shall submit Job Stabilization Progress Report (See Appendix C) on the 45th day of placement which shall be the basis for submitting invoice.
- C.5.1.28** The Provider shall negotiate with the employer and develop a Plan to Achieve Competitive Employment for the person who is receiving less than minimum wage and this shall be contained in the Job Stabilization Closure Report (See Appendix D).
- C.5.1.29** The Providers shall ensure that employment specialists provide assertive engagement and outreach (telephone, mail and community visits) as needed.
- C.5.1.30** The Providers shall ensure that evidenced-based supported employment staff participates in ongoing training related to evidenced-based supported employment services provided by the District.

C.5.2 **Evidence based Supported Employment Staff Requirements:**

- C.5.2.1** The Provider shall provide staff that has a 21st Century understanding of the evolving labor force and the needs of individuals with disabilities, knowledge of job skills, job coaching, problem solving, labor market trends in the metropolitan area and/or negotiating skills to ensure that once an individual is hired that they have the skills to assist the individual in maintaining employment. Specialized experience may be substituted for a degree. Specialized experience is experience which has equipped the candidate with the particular knowledge, skills and abilities to perform successfully the duties of the position and that is typically in or related to the work of the position to be filled.

- C.5.2.2** The Provider(s) shall employ and maintain the staff necessary for performance of this human care agreement once a task order is issued. Staff shall have the requisite qualifications to provide services to the population (s) designated by the Human Care Agreement Contractor Qualification Record (CQR).
- C.5.2.3** The Provider(s) shall provide Employment Specialists and Job Coaches to perform the following duties:
- C.5.2.3.1** Match individuals and jobs;
 - C.5.2.3.2** Arrange interviews and facilitate placement into jobs consistent with the selected vocational goals;
- C.5.2.4** The Provider(s) shall provide all staff members with initial and ongoing training related to their specific duties.
- C.5.2.5** The Provider(s) shall maintain documentation that each staff person possesses adequate training to perform the duties for which he/she is assigned. Staff person(s) shall meet all applicable requirements for certification or licensing or both as appropriate and shall be adequately trained to perform required duties.
- C.5.2.6** The Provider(s) shall maintain complete written job descriptions covering all positions within the program, which must be included in the Provider's files and be available for inspection on request. Job descriptions shall include education, experience, and/or licensing/certification criteria, a description of duties and responsibilities, hours of work, salary range, and performance evaluation criteria. When hiring staff provide the services under this HCA, the Provider(s) shall obtain and document written work experience and personal references.
- C.5.2.7** The Provider(s) shall maintain an individual personnel file for each staff person which contains the application for employment, professional and personal references, applicable credentials/certifications, records of 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 actions with respect to the allegations, and date and reason if terminated from employment. All of these personnel materials shall be made available to the Contract Administrators (CAs) upon request.
- C.5.2.8** The Provider(s) shall provide orientation sessions for all staff members with respect to administrative procedures, program goals, and policies and practices to be adhered to under this agreement within the first week of employment.

- C.5.2.9** The Provider(s) shall maintain a continuous log with entries by date and time, which includes staff on duty and incidents of illness, discipline, rule violation, and management of facility problems, which must be signed by the person with major duty responsibility.

**SECTION II- REFERRAL/JOB SEEKING SKILLS JOB
DEVELOPMENT/PLACEMENT SERVICES JOB STABILIZATION / INDIVIDUAL
EMPLOYMENT OVER 90 DAYS**

- C.6** **General Requirements for Referral/Job Seeking Skills, Job Development/Placement Services, Job Stabilization:**
- C.6.1** The services shall be provided to persons with disability presenting in the District of Columbia.
- C.6.2** The Provider shall develop and maintain an Individualized Work Plan (IWP) for each person with disability. The IWP shall include, at a minimum:
- C.6.2.1** Specific program goals and objectives;
- C.6.2.2** Measurable activities and strategies for meeting objectives;
- C.6.2.3** Time lines for completion of vocational goals and objectives; and
- C.6.2.4** Signatures of the persons and staff member(s).
- C.6.3** The Provider shall implement a plan to respond to persons who may need medical and/or psychiatric intervention.
- C.6.4** The Provider shall implement a program for outreach services to persons referred who are fearful, passive or resistant to program participation. Once the person is referred to the Provider, it shall be the responsibility of the Provider to ensure person's participation in employment related activities leading to competitive employment.
- C.6.5** The Provider shall have the capacity to provide services to all referred persons and that the care is sensitive and responsive to their cultural and socio-economic backgrounds.
- C.6.6** The Provider shall implement Quality Assurance and evaluation activities that will be used to determine that the program is meeting its established objectives and operates according to its policies and procedures.
- C.6.7** The Provider shall implement a program that shall provide services needed to persons who are deaf or hard of hearing, persons who are of Hispanic/Latin origin, and other non-English speaking populations who have experienced difficulty accessing the employment services due to language barriers.

C.6.8 The Provider shall implement a program that provides job placement services including job readiness training and direct placement services in an integrated competitive setting. These job placement services will be geared towards the vocational goal that is listed on the person's Individualized Plan for Employment (IPE).

C.6.9 The Provider shall implement a program to provide comprehensive vocational rehabilitation services. The services shall include the following basic data:

C.6.9.1 Specific population(s) the Provider is capable of serving;

C.6.9.2 Type of employment related services to be offered and/or provide a diagram/chart of services to be rendered;

C.6.9.3 Phases of program design and steps of individual progression through employment related activities;

C.6.9.4 Expected outcomes of services to be provided;

C.6.9.5 Approximate time anticipated for persons with disability to be placed in competitive employment;

C.6.9.6 Length of time it shall take to complete an entire program or services to achieve goal(s).

C.7 **STAFF QUALIFICATION:**

C.7.1 The Provider shall provide the following staff positions with qualifications as follows:

C.7.1.2 **Vocational Trainer/Instructor** - Bachelor's Degree or experience could be substituted for education;

C.7.1.3 **Employment/Placement Specialist** – Bachelor's Degree or experience could be substituted for education; and

C.7.1.4 **Job Coach** – Bachelor's Degree or experience could be substituted for education.

C.7.2 The Provider shall include a plan for the position(s) of job coach(es) where the staff is required to perform the following duties:

C.7.2.1 Matches persons with disability and jobs;

C.7.2.2 Provides job-site training in appropriate occupational behavior.

SECTION III – VOCATIONAL TRAINING SERVICES

C.8 **General Requirements for All Persons with Disability:**

- C.8.1** The services shall be provided to persons with disability presenting in the District of Columbia and surrounding metropolitan areas.
- C.8.2** The Provider shall develop and maintain an Individualized Work Plan (IWP) for each person with disability. The IWP shall include, at a minimum:
- C.8.2.1** Specific program goals and objectives;
 - C.8.2.2** Measurable activities and strategies for meeting objectives;
 - C.8.2.3** Time lines for completion of goals and objectives; and
 - C.8.2.4** Signatures of persons and staff member(s).
- C.8.3** The Provider shall implement a plan to respond to persons who may need either medical or psychiatric intervention or both.
- C.8.4** The Provider shall implement a program for outreach services to persons referred who are fearful, passive or resistant to program participation. Once the person is referred to the Provider, it shall be the responsibility of the Provider to ensure the person's attendance.
- C.8.5** The Provider shall have the capacity to provide services to all persons and that the care is sensitive and responsive to their cultural and socio-economic backgrounds.
- C.8.6** The Provider shall implement Quality Assurance and Program Evaluation activities that will be used to determine that the program is meeting its established objectives and operates according to its policies and procedures.
- C.8.7** The Provider shall implement a program that shall provide services needed to persons who are deaf or hard of hearing, persons who are of Hispanic/Latin origin, and other non-English speaking populations who have experienced difficulty accessing the service delivery system due to language barriers.
- C.8.8** The Provider shall implement a program that assesses the individual's skills, abilities and capacity for employment in an integrated community setting through a situational assessment/trial work period.
- C.8.9** The Provider shall implement a program to provide comprehensive vocational rehabilitation services. The services shall include the following basic data:
- C.8.9.1** Specific population(s) the Provider is capable of serving;
 - C.8.9.2** Type of services and training to be offered and/or provide a diagram/chart of services to be rendered;
 - C.8.9.3** Phases of program design and steps of individual progression through program;

- C.8.9.4** Expected outcomes of services to be provided;
- C.8.9.5** Approximate time anticipated for persons to complete each service and/or training;
- C.8.9.6** Content of curriculum for training;
- C.8.9.7** Content of program design for situational assessment/trial work period; and
- C.8.9.8** Length of time it should take to complete an entire program or services to achieve goal(s).
- C.8.10** The Provider shall provide lunch and transportation services, when authorized, to any persons who has/have been referred by a VRS.

C.9 **SPECIFIC REQUIREMENTS:**

- C.9.1** Some persons have significant and serious mental illness and may also, have secondary disabilities. These individuals may have been institutionalized, (e.g., St. Elizabeth's Hospital) or may be receiving outpatient treatment at a community mental health center. These persons may require special emphasis on vocational training and individualized training for persons unable to learn in a group setting.
- C.9.2** The Provider shall develop and implement a comprehensive vocational service delivery system geared toward attainment of an employment outcome for the population identified in section C.13.2. The services shall consist of the following major components:
 - C.9.2.1** Enhancing the persons' behavior necessary for self-maintenance, to include but not be limited to, training in the areas of personal care, utilization of transportation, handling of money/completion of business transactions and development of socially appropriate behavior;
 - C.9.2.2** Assisting persons in improving work performance, to include but not be limited to, training and assistance in the areas of increasing productivity, interpersonal relationships in a work setting, occupational behaviors, personal appearance, understanding and adjusting to the demands of employment and social behaviors necessary for an adequate adjustment to employment;
 - C.9.2.3** Enhancing the development of work readiness skills to include but not be limited to, training in the areas of locating job openings, completing applications, interviewing techniques and taking pre-employment examinations;

- C.9.2.4** Job placement services which shall consist of assisting the persons to obtain appropriate employment by locating a job opening; assessing job requirements; matching such requirements to the person's capabilities; assisting the persons to obtain the job and providing job coach and follow-along services to both person and employer;
- C.9.2.5** On-the-job person assessment for each person's strengths and weakness regarding vocational, personal, social, medical and intellectual levels of functioning to facilitate the rehabilitation process; and
- C.9.2.6** Follow-along services to the persons after the job tasks are learned and job coach intervention on a full-time basis is no longer required. Follow-along services shall include any services such as counseling, retraining, job intervention, which shall enable the person to continue employment.
- C.9.2.7** Identifying and developing job sites using the Transitional Employment Model. Jobs shall be integrated worksites in the Washington Metropolitan area. Persons shall receive at least minimum wage or a wage commensurate with that of a worker without disability;
- C.9.2.8** Matching referred the persons to appropriate placements;
- C.9.2.9** Training persons in the use of public transportation, where appropriate, or coordinating other transportation arrangements to meet the needs of the persons and the employer;
- C.9.2.10** Training persons in skills necessary to complete the specific job needs;
- C.9.2.11** Training persons in the appropriate behaviors for the job site;
- C.9.2.12** Training the employer and other employees at the job site to provide the necessary support for the person to function in an effective manner on the job;
- C.9.2.13** Follow-along services to include, two face-to-face contacts in a month with the District person and one contact with the employer. Follow-along shall continue for at least six months after final placement;
- C.9.2.14** Job site training that includes direct instruction on job tasks and related behavioral skills such as transportation use, communication, on- task behavior and appropriate use of time; and

C.9.2.15 Job placement services which shall consist of assisting the persons in obtaining appropriate employment by locating job openings; assessing job requirements; matching such requirements to person(s) in obtaining the job and providing job coach and follow-along services to both person(s) and employer(s).

C.9.3 Vocational Training and Placement for Individuals with Significant Disabilities for up to six (6) months:

C.9.3.1 The District is required to provide services to individuals with cognitive/developmental disabilities. These persons may have secondary disabilities. These persons require work adjustment and vocational training and placement, which will result in competitive employment.

C.9.3.2 The Provider shall develop and implement a comprehensive vocational service delivery system geared toward attainment of an employment outcome for the population identified in section C.13.5.1. The services shall consist of the following major components:

C.9.3.2.2 Entry level training in areas such as custodial/building maintenance, food services, clerical and landscaping. The training period shall be for 12 months and may be continued only upon agreement of the person and the VRS;

C.9.3.2.3 On-the-Job Planned Training Experiences in an actual work situation through which the person learns to perform all job operations of an occupation;

C.9.3.2.4 Job seeking skills training to enhance the development of work readiness skills;

C.9.3.2.5 The plan shall include, but not be limited to, training in the areas of locating job openings, completing applications, interviewing techniques and taking pre- employment examinations;

C.9.3.2.6 Job referral services- A job referral shall occur when a person is sent for and has a job interview with a prospective employer. This referral need not result in the offer;

C.9.3.2.7 Placement into employment of all trainees upon completion of the program. All placements must be in integrated competitive employment; and

C.9.3.2.9 Job placement services which shall consist of assisting the persons in obtaining appropriate employment by locating job openings; assessing job requirements; matching such requirements to person(s) and

providing job coach and follow-along services to both person(s) and employer(s).

C.10 **STAFF REQUIREMENTS:**

C.10.1 The Provider shall provide the following staff positions with qualifications as follows:

C.10.1.2 **Vocational Trainer/Instructor** - Bachelor's Degree or experience could be substituted for education;

C.10.1.3 **Placement Specialist** - Bachelor's Degree or experience could be substituted for education; and

C.10.1.4 **Job Coach** - Bachelor's Degree or experience could be substituted for education.

C.10.1.5 **Vocational Trainer/Employer** - Bachelor's Degree or experience could be substituted for education.

C.10.2 The Provider shall include a plan for the position(s) of job coach(es) where the staff is required to perform the following duties:

C.10.2.1 Match persons and jobs;

C.10.2.2 Provide on Job-Site training and appropriate occupational behavior;

C.10.2.3 Provide on-going, on-site employment assistance including training in job tasks, and person's integration into the work environment; and

C.10.2.4 Provide a plan which shall include a minimum of two (2) face-to-face contacts per month to assist the persons in retaining the job.

C.10.3 The Provider shall maintain documentation that each staff person possesses adequate training to perform the duties for which he/she is assigned. Staff person(s) shall meet all applicable requirements for certification and/or licensing and shall be adequately trained to perform required duties.

C.10.4 The Provider shall maintain complete written job descriptions covering all positions within the programs, which shall be included in the Provider's files and be available for inspection on request. Job descriptions shall include education, experience, and/or licensing certification criteria, a description of duties and responsibilities, hours of work, salary range and performance evaluation criteria. When hiring staff, the Provider shall obtain and document written work experience and personal references.

- C.10.5** The Provider shall maintain an individual personnel file for each staff person that contains the application for employment, professional and personal references, applicable credentials/certifications, records of 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 actions with respect to the allegations, and date and reason if termination from employment. All of these personnel materials shall be made available to the Contract Administrator upon request.
- C.10.6** The Provider shall provide orientation sessions for all staff members with respect to administrative procedures, program goals, and policies and practices to be adhered to under this contract.
- C.10.7** The Provider shall provide a current organizational chart, which displays organization structure and demonstrates who has responsibility for administrative oversight and direct supervision over each contract activity/staff member.
- C.10.8** The Provider shall describe the frequency, duration and methods of supervisory oversight of staff.
- C.10.9** Any changes in staffing pattern, job descriptions or personnel shall be approved in writing in advance by the CAs.

SECTION D: HUMAN CARE SERVICE DESCRIPTION AND SCOPE OF SERVICE

D.1 SERVICE PLAN:

- D.1.1** The Provider shall adhere to its service plan that includes their methodology for providing the services stated in Section C.
- D.1.2** The Provider shall adhere to its organizational chart, which displays organizational relationships and demonstrates who has responsibility for administrative oversight and direct supervision over each contract activity/staff member. The Provider shall submit any organizational changes to the 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 (e.g., persons with disability's education, vocational history, family background and other pertinent information);
 - D.2.5** Follow-along progress notes,
 - D.2.6** Monthly evaluation, including exact hours of job coach or follow-along intervention;
 - D.2.7** Correspondence and other documents pertinent to the persons with 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 persons;
 - 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 the following reports to the VRS and copy to CA as described in Section G.3 Deliverables:

FORM/ LETTER	EBSE
Job Development Progress Report (See C.5.1.20 and Appendix A)	X
Placement Information Report (See C.5.1.26 and Appendix B)	X
Job Stabilization Report (See C.5.1.28 and Appendix C)	X
Job stabilization Closure Report (See C.5.1.29 and Appendix D)	X

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 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 authorization of the individual referral, in the case of a minor, the custodial parent or legal guardian of the individual referral; subpoena, court order/judicial and/or the District administrative representative (i.e. Office of Attorney General). 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:**

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 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. (Attachment J.1)

E.2 **QUALITY ASSURANCE/PERFORMANCE STANDARDS**

E.2.1 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.2.2 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.2.2.1 The Provider's achievement of standards outlined within the attached Provider Program Performance & Compliance Review Instrument incorporated by attachment to this agreement;

E.2.2.2 The Provider's overall program effectiveness and efficiency;

E.2.2.3 The person with disability's satisfaction survey results of the Provider's service delivery;

E.2.2.4 The Provider's program record documentation (e.g., Personnel, Person with disability, Emergency Drills, VR Services, Facility Inspections, Accreditation, etc.);

E.2.2.5 The Provider's adherence to applicable policies/procedures incorporated by reference to this agreement (see C.2.2 Applicable Documents);

E.2.2.6 The Provider's status of completing items the OQACM cites as "unmet during a monitoring review; and

E.2.2.7 The quality and accessibility of the Provider's program space and/or other resources.

E.2.3 The OQACM shall forward to the Provider within 10 business days of the monitoring visit, a Preliminary Report summarizing the results of the visit.

E.2.4 The report shall inform the Provider of any corrective actions the Provider shall be required to make in order to comply with the terms of the HCA.

E.2.5 If the Provider disagrees with any of the findings noted in the Preliminary Report, the Provider shall within 10 business days provide the OQACM with documents and/or documentation supporting the Provider's position.

- E.2.6** Within 10 business days of receipt of any additional documentation, or if the Provider does not respond to the Preliminary Report, the OQACM shall issue a Final Report inclusive of any outstanding findings requiring a Provider Improvement Plan (PIP).
- E.2.7** The Provider shall submit a PIP to the OQACM within 10 business days of receipt of the Final Report. The PIP shall provide a plan for correcting any program areas rated as “unmet.”
- E.2.8** The Provider shall have and sustain a quarterly program evaluation system (Quality Assurance System) designed to assess and report aggregate data on the effectiveness of its services to persons with disabilities. The system shall at a minimum incorporate collection and reporting of objective quantitative and qualitative program outcome data related to Consumers’ achievement of IPE and IWP goals and its strategies for goal improvement. *(Note: The resulting quarterly Quality Assurance System report required by this section is not synonymous with Reports required by section C. of this agreement).*
- E.2.9** The Provider’s method of program evaluation shall minimally include the following factors:
- E.2.9.1** Program Goals
 - E.2.9.2** Service Objectives
 - E.2.9.3** Outcomes
 - E.2.9.4** Measures
 - E.2.9.5** Person’s Satisfaction
- E.2.10** The Provider shall provide a monthly performance report which includes the number of referrals, the number of employment outcome and the list of the District’s persons that were terminated with the approval of VR Counselor before the 10th of the preceding month.

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT:

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 CONTRACT:

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

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

F.2.3 The price for the option period shall be as specified in the Section B of the HCA and modified when changes in rates are approved by DBH.

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 Contract Administrator (CA) identified in section G.9 in accordance with the following:

CLIN	Deliverable	Quantity	Format and Method of Delivery	Due Date
0001	Monthly Job Development Progress Report	1	Email, template to be provided.	Submit no later than the tenth (10 th) day of each month until placement.

0002	Placement Information Report/ Initial Placement Information Report (SE/EBSE)	1	Email, template to be provided.	Within 2 business days of job offer when employment information is obtained and before start date
0003	Monthly Job Stabilization Progress Report /EBSE Job Stabilization Progress Report	1	Email, template to be provided.	Submit no later than the tenth (10 th) day of each month submitted to VRS who referred the case to the Provider
0004	Job Coaching Justification (for Job Placement only)	1	Email, template to be provided.	Submit no earlier than 15 business days from date of placement if time-limited job coaching is recommended
0005	Job Stabilization Closure Report (for Job Placement only)	1	Email, template to be provided.	Submit a final progress report for each individual five (5) business days before expiration of the contract to the VR Specialist.
0007	Unusual Incident Report	1	Telephone call to the CA immediately upon the Provider's knowledge of the incident, followed by email.	Telephone calls are to be placed to the CA immediately upon the Provider's knowledge of

				the incident Hardcopies provided to the CA within forty-eight (48) hours of the incident.
0009	Returned referral packet	1	Electronic copy	Submit to the VRS and the CA within 1 day after the Provider makes a decision to not work with person with disability.

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 contract administrator and the VRS are to receive a copy of each evaluation and an invoice for the completed evaluation within fifteen (15) business days from the referral date.

F.5 FAILURE TO PROVIDE SERVICE:

F.5.1 The Provider shall not be obligated to accept a referral but must schedule the appointment with the person with disability within a reasonable time, usually within ten (10) business days, after the Provider accepts the referral. The appointment may be scheduled over the phone with the initial contact from the referring VRS.

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 contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.2 The District will pay the Provider on or before the Thirtieth (30th) 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 specified in Section **G.9** below. On or before the tenth (10th) of the preceding month, the Provider shall submit all Invoices to:

Department on Disability Services OCFO/ Accounts
Payable
Office of the Controller/Agency CFO
64 New York Avenue NE
6th Floor
Washington, DC 20002

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/Contract number and invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;

- G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6 Name, title, phone number of person preparing the invoice;
- G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in **G.2.2.6** above) to be notified in the event of a defective invoice; and
- G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section **H.5.5**.
- G.3.2 No final payment shall be made to the 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 evaluations 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 an invoice and an evaluation report to the VRS.

G.5 ASSIGNMENT OF CONTRACT 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 contract.
- G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one (1) party.
- G.5.3 Notwithstanding an assignment of contract 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 Contractors

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:

G.6.1.1.1 The 3rd day after the required payment date for meat or a meat product;

G.6.1.1.2 The 5th day after the required payment date for an agricultural commodity; or

G.6.1.1.3 The 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 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 contract:

G.6.2.1.1 Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or

G.6.2.1.2 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:

G.6.2.2.1 The 3rd day after the required payment date for meat or a meat product;

G.6.2.2.2 the 5th day after the required payment date for an agricultural commodity; or

G.6.2.2.3 the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the 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 contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

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

G.7.1 Contracts 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
DDS Office of Contracting and Procurement
Address: 1125 15th Street, NW, 4th Floor Washington, DC
20005
Telephone: (202) 730-1628
E-mail address: Marsha.Robinson@dc.gov

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

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

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

G.8.3 In the event the 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 contract price to cover any cost increase incurred as a result thereof.

G.9 **CONTRACT ADMINISTRATOR (CA)**

G.9.1 The CA is responsible for general administration of the contract and advising the CO as to the Provider's compliance or noncompliance with the contract. The CA has the

responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

- G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
- G.9.1.2** Coordinating site entry for 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 contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.9.2 The address and telephone number of the CAs that may be assigned are:

Mr. Edmund Neboh
Mr. Siavosh Hedayati
Rehabilitation Services Administration
1125 15th Street, NW
9th Floor
Washington, D.C. 20005
Telephone Numbers: (202)442-8633 and (202)559-5369
Fax Number: (202)442-8720
E-mails: Edmund.Neboh@dc.gov and
Siavosh.Hedayati@dc.gov

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

- G.9.3.1** Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
- G.9.3.2** Grant deviations from or waive any of the terms and conditions of the contract;
- G.9.3.3** Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract;
- G.9.3.4** Authorize the expenditure of funds by the Provider;
- G.9.3.5** Change the period of performance; or

- G.9.3.6** Authorize the use of District property, except as specified under the contract.
- 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 contract 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.1.1.2 The Provider shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this contract. The DOES shall be the 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 12/22/2014, 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 L.2**. The Provider shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the 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 contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

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

H.5.3 The Provider shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract 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 contract amount is equal to or greater than \$100,000, the Provider agrees that 51% of the new employees hired for the contract 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 contract. The Provider shall make payment to DOES. The Provider may appeal to the D.C. Contract Appeals Board as provided in this contract 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 contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

H.7 **AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of this contract, 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 I.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 2006”), 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 contract no less than the current living wage published on the OCP website at 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 contract 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.

H.8.5 The Provider shall provide a copy of the Fact Sheet attached as **I.6** to each employee and subcontractor who performs services under the contract. The Provider shall also post the Notice attached as **I.5** 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 contract 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 contract.

H.8.7 The payment of wages required under the Living Wage Act of 2015 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 2015 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 2015;
- (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 2015;
- (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 contract, it must subcontract at least 35% of the dollar volume of this contract 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 offeror 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 contract;
- 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.**

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

- H.9.3.1** The dollar amount of the contract or procurement;
- H.9.3.2** A brief description of the goods procured or the services contracted for;
- H.9.3.3** The name of the business enterprise from which the goods were procured or services contracted;
- H.9.3.4** Whether the subcontractors to the contract are currently certified business enterprises;

- H.9.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.9.3.6** A description of the activities the Provider engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.9.3.7** 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 contract, 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 contract, the CO shall have cause to terminate the contract 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 will provide an authorization for job development/job placement services within ten (10) business days from the date of the referral for Evidenced Based Supported Employment job development and will provide the authorization for job stabilization/job coaching within five (5) business days upon notification of the person's acceptance of a job offer.
- H.10.2** The District will make the Provider aware of Federal and District laws and established the District's 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** An orientation will be provided by the District Benefits Specialist to initiate basic information about Benefits to include, but not limited to, SSDI, SSI, Ticket to Work and Work Incentive Improvement program, Medicaid, Medicare, Food Stamps, Housing and the value of employment and interaction with benefit eligibility. The District benefits Specialist will also obtain benefits information and verification from SSA, prior to sending the VR Specialist a recommendation for the person to receive external benefits counseling with a contracted Provider.
- H.10.4** The District will provide the contracted Provider with Referral for Services– Written Authorization Form bearing the signature of the District employee. (see referral form in Appendix A)
- H.10.5** The District will submit to the contracted Provider for each person referred available social history, available reports on psychological evaluations, available medical history, available family information, individual habilitation or treatment plans; IPE developed by the District with evaluation data; and employment histories and other pertinent data, as appropriate, and as mutually agreed upon by the District and the contracted Provider.
- H.10.6** The VR Specialist will notify the Provider, the individual and the other agencies (government or non-government) upon successful case closure in status 26, to enable these agencies to continue services through their long term support.

H.11 CONTRACTOR RESPONSIBILITIES

- H.11.1** The Provider bears responsibility for ensuring that the Provider/Contractor fulfills all its Agreement requirements under any task order or purchase order that is issued to the Provider pursuant to this Agreement.
- H.11.2** The Provider shall notify the District immediately whenever the Provider does not have adequate staff, financial resources, or facilities to comply with the provision of services under this Human Care Agreement.

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 March 2007 (“SCP”) are incorporated as part of the HCA. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 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.4 TIME

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

I.5 RIGHTS IN DATA

I.5.1 “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.5.2 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.5.3 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.5.4** 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.5.5** 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 Contract, 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.5.6** 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 contract, 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.5.6.1** 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.5.6.2** 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.5.6.3** 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.5.7** The restricted rights set forth in section I.5.6 are of no effect unless
(i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____ with (Contractor'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 contract 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 contract. 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 contract 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 contract, 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 contract 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 contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

- 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 contract, or (ii) based upon any data furnished under this contract, 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 contract, provided that such incorporated material is identified by the Provider at the time of delivery of such work.

I.6 OTHER CONTRACTORS

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 Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE (March 2010)

A. GENERAL REQUIREMENTS. The Contractor shall acquire and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the 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 Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor 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 Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

1. **Commercial General Liability Insurance.** The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; 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 contractors. 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 Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. **Automobile Liability Insurance.** The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. **Workers' Compensation Insurance.** The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
4. **Employer's Liability Insurance.** The Contractor 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.
5. **Umbrella or Excess Liability Insurance.** The Contractor 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.
6. **Professional Liability Insurance (Errors & Omissions).** The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$2,000,000 annual aggregate.
7. **Crime Insurance (3rd Party Indemnity).** The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor'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.

- 8. Sexual/Physical Abuse & Molestation.** The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. 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.
- B. DURATION.** The Contractor 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 contract.
- C. LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.
- D. CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION.** The Contractor 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.
- G. CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:
- Marsha Robinson
DDS Office of Contracting and Procurement
Address: 1125 15th Street, NW, 4th Floor
Washington, DC 20005
E-mail address: Marsha.Robinson@dc.gov
- H. DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact 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 Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.9 Equal Employment Opportunity

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

I.10 Order of Precedence

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

- (1) The Human Care Agreement
- (2) The Government of the District of Columbia Standard Contract Provisions for Use with District of Columbia Government Supply and Services dated March 2007.
- (3) Department on Disability Services Policies and Procedures
- (4) The Human Care Agreement Contractor Qualifications Record.
- (5) The Task Order or Purchase Order.

I.11 Contracts in Excess of One Million Dollars

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

I.12 Governing Law

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

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 and J.7 in the final contract.]*

Attachment Number	Document
J.1	Solicitation Attachments
J.1.1	U.S. Department of Labor Wage Determination No. 2005-2103, Revision 15, dated 12/22/2014
J.1.2	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor’s Order 85-85 available at www.ocp.dc.gov click on “Solicitation Attachments”
J.1.3	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on “Solicitation Attachments”
J.1.4	Way to Work Amendment Act of 2015- Living Wage Notice
J.1.5	Way to Work Amendment Act of 2015 - Living Wage Fact Sheet
J.1.6	Contactor Qualification Record (CQR) with attachments
J.1.7	Tax Certification Affidavit
J.1.8	Bidder/Offeror Certifications available at www.ocp.dc.gov click on “Solicitation Attachments”
J.2	DDS HIPAA BUSINESS ASSOCIATE COMPLIANCE (August 2013)

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

Bidder/Offeror Certification Form

available at www.ocp.dc.gov click on "Solicitation Attachments"

SECTION L:

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 Contract Award

- L.1.1. The District intends to award multiple Human Care Agreements (HCA) resulting from this request for qualifications based upon the Contracting Officer's determination that the award is in the best interest of the District, considering the service provider's certification of qualifications to provide evidence based supported employment through DBH.
- L.1.2. The determination that a provider is technically qualified and capable of providing the services will be based primarily upon submitting evidence of certification from DBH.
- L.1.3. The Contracting Officer will place providers so approved on a **qualification list**, eligible to be referred for selection by individuals supported by RSA for up to three (3) years.

L.2 Proposal Organization and Content

- L.2.1 An electronic submission of the DBH certification documents and CQR with attachments responding to this Human Care Agreement shall be submitted. Telephonic, telegraphic, and facsimile proposals will not be accepted. Offerors are required to submit electronic copies of applications to facilitate agency responses to Freedom of Information Act requests. Each electronic formatted submitted by mail shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. **DCJM-2015-H-0026** for Human Care Agreement for Evidence Based Supported Employment." Newly DBH qualified Providers may submit applications along with the completed Human Care Agreement Contractor Qualifications Record (CQR), to DDS through **2:00 p.m. on September 30, 2015.**
- L.2.2 Providers 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:
 - a. Evidence of financial responsibility which may consist of audited financial statements that shall be prepared by an independent third party certified professional auditor that is experienced in the audit of commercial financial statements or similar documents. Bank statements representing business

accounts are also acceptable but not individual documents that have not been compiled into a conclusive evidence of fiscal standing.

- b. Complete written job descriptions covering all positions within the Provider's program. Job descriptions shall include education, experience and/or licensing certification criteria, description of duties and responsibilities, hours of work, salary range and performance evaluation criteria.
- c. Documentation that each staff person possesses adequate training, qualifications and competence to perform their assigned duties.
- d. Resumes of work experience and personal references for key personnel.
- e. A letter from DBH stating that the provider's preliminary technical approval or a letter from DBH stating that the provider has been approved to provide evidence based supported employment:

L.3 Proposal Submission Date and Time Late Submissions, Late Modifications, Withdrawal or Modification of Proposals and Late Proposals

L.3.1. Proposal Submission

- a. Proposals for newly approved DBH certified providers must be submitted no later than 2:00 p.m. on September 30, 2015. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:
 - (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
 - (b) The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
 - (c) The proposal is the only proposal received.

L.3.2. Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date and time for receipt of proposals.

L.3.3. Postmarks

- a. The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

L.3.4. Late Modifications

- a. A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.3.5. Late Proposals

A late proposal, late modification or late request for withdrawal of a proposal that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposals resulting from this solicitation.

L.4 Explanation to Prospective Offerors

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question in writing to the contract specialist assigned and cc: the contracting officer only. The contract specialist is Monica Brown, at Monica.Brown4@dc.gov. The contracting officer is Marsha Robinson at Marsha.Robinson@dc.gov. Do not submit questions directly to RSA staff members.

The prospective offeror shall submit questions no later than ten days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than ten days before the date set for submission of proposals. The District will furnish responses promptly to all prospective offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.5 Restriction on Disclosure and Use of Data

Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.5.2 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L.6 **Proposal Protests**

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, One Judiciary Square, 441 4th Street NW, Suite 350N, Washington, DC 20001. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.7 **Signing of Offers**

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

L.8 **Unnecessarily Elaborate Proposals**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be

construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.9 Retention of Human Care Agreement Applications

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

L.10 Proposal Costs

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

L.11 Certificates of Insurance

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

L.12 Acknowledgement of Amendments

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

L.13 Best and Final Offers

Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify contractor selection and award based on the best and final offers received.

L.14 Legal Status of Offeror/Applicant

Each proposal must provide the following information:

L.14.1 Name, address, telephone number and federal tax identification number of offeror;

L.14.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the offeror is required by law to make such certification. If the offeror is a corporation

or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.14.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.15 Familiarization with Conditions

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

L.16 General Standards of Responsibility

The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

L.16.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.16.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.16.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.16.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.16.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.16.6 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.16.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

L.16.8 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

Appendix A

Government of the District of Columbia Department on Disability Services



JOB DEVELOPMENT PROGRESS REPORT

Person Information	
Name of Person:	Authorization number:
Provider:	Date of Report:
Program: <input type="checkbox"/> Job Placement <input type="checkbox"/> Supported Employment <input type="checkbox"/> Evidence-Based Supported Employment	
Dates of completed sessions: _____	
Dates of missed sessions: _____ <input type="checkbox"/> No call or show <input type="checkbox"/> Person cancelled _____ hours before session time Reason for cancellation:	
Current stressors	
Enter X in appropriate boxes: <input type="checkbox"/> Health problem or pain <input type="checkbox"/> Vocational issues at current job <input type="checkbox"/> Family issues <input type="checkbox"/> Issues related to seeking employment or current work <input type="checkbox"/> Financial issues <input type="checkbox"/> Issues related to training or school <input type="checkbox"/> Relationship issues <input type="checkbox"/> Issues related to poor support system <input type="checkbox"/> Housing issues <input type="checkbox"/> Sobriety issues <input type="checkbox"/> Other: Specify _____ Comments:	
Job Development	
Vocational Interest. Target area of employment identified in PCEP and IPE, current employment goal.	
Job Development Activity/ Customized Employment Strategy (when authorized) This can be either at a potential place of employment (What business? Who did you talk to? Were you representing the job seeker or did s/he participate? Did you conduct a job analysis?) OR other job development activity not at a potential employer (resume writing, interview prep, rehabilitation technology, referral etc.)	

Purpose

Why this particular place for employment? Or why this other activity? Tie in how it relates to your PCEP or leads from other potential employers.

Results

What did you learn about: job seeker, potential employer, employment site, and/or resource?

- What did you learn about the type of work done in this company? The culture of the company? The people?
- How does this potential job site match (or differ from) the job seekers' interests, skills, preferred characteristics of a job?
- Did you notice any unmet need within the company? Is there possibility for customized employment? Explain what you learned and/or want to further explore.
- If the activity was not on a job site – what did you learn from the activity?

Prognosis Toward Employment Readiness

Enter X in appropriate boxes:

Very poor Poor Fair Good Excellent Deferred pending additional resources

Comments:

Impediments Affecting Progress Toward Employment Readiness

Enter X in appropriate boxes:

- Undiagnosed or untreated disability
- Personality disorder
- Needs physician consultation or treatment, including medication needs
- Lack of stability without housing
- Lack of stability with sobriety
- Poor support system
- Still very early in the process of adjustment to disability
- Needs more education or treatment – stress management, pain management, gaining insight
- Other: _____

Comments:

Progress Toward Current Employment Goals

Has a change in goal/s been discussed? YES

NO

If YES, please discuss with VR Specialist, list date of contact and summarize agreement here:

Are there additional barriers or new strategies to alleviate existing barriers to employment beyond those described on the Person Centered Employment Plan (PCEP)? YES

NO

If YES, please specify and identify barriers and strategies that you utilized:

<i>Barrier</i>	<i>Strategy</i>

Please note any barriers that have been alleviated in this past month and how this was achieved.

Please note any additional concerns with obtaining and maintaining employment and the plan to alleviate these concerns.

Are there any changes anticipated in job development (goal, geographic region, etc.) over the coming month? YES NO

If YES, please explain.

Other Recommendations for Counselor Consideration

Enter X in appropriate boxes:

Assistance with earning GED

Referral to a pain management program

Psychiatric consultation

Consultation with physician

Psychological evaluation – document possible LD for obtaining accommodations

Neurological evaluation. Reason: _____

Other: _____

Comments

Other Comments:

Next Steps

Time and date of next activity; what else needs to be explored?

- What are you going to do next? What do you need to learn?
- Where are you going to go? Who will you speak with?
- What is your role/ role of the jobseeker?

Job Developer/ Coach Name:	Title:
Signature:	Date

Encl. Job Search Service Log

JOB SEARCH SERVICE LOG

Identifying Information			
Jobseeker's Name:		VR Specialist:	
Provide a summary of each contact, including a description of the job search activities performed, level of the person's participation and any necessary follow-up required/ performed, etc. The Job Search Service Log must be signed by the Job Developer/ Coach and Provider Administrator/ Program Coordinator. Attach additional sheets as necessary.			
Date	Service Hours	Summary of Contact	Method of Contact
			<input type="checkbox"/> Face-to-face <input type="checkbox"/> Phone <input type="checkbox"/> Email <input type="checkbox"/> SMS <input type="checkbox"/> Other(Specify):
			<input type="checkbox"/> Face-to-face <input type="checkbox"/> Phone <input type="checkbox"/> Email <input type="checkbox"/> SMS <input type="checkbox"/> Other(Specify):
			<input type="checkbox"/> Face-to-face <input type="checkbox"/> Phone <input type="checkbox"/> Email <input type="checkbox"/> SMS <input type="checkbox"/> Other(Specify):
			<input type="checkbox"/> Face-to-face <input type="checkbox"/> Phone <input type="checkbox"/> Email <input type="checkbox"/> SMS <input type="checkbox"/> Other(Specify):
			<input type="checkbox"/> Face-to-face <input type="checkbox"/> Phone <input type="checkbox"/> Email <input type="checkbox"/> SMS <input type="checkbox"/> Other(Specify):
			<input type="checkbox"/> Face-to-face <input type="checkbox"/> Phone <input type="checkbox"/> Email <input type="checkbox"/> SMS <input type="checkbox"/> Other(Specify):
			<input type="checkbox"/> Face-to-face <input type="checkbox"/> Phone <input type="checkbox"/> Email <input type="checkbox"/> SMS <input type="checkbox"/> Other(Specify):
			<input type="checkbox"/> Face-to-face <input type="checkbox"/> Phone <input type="checkbox"/> Email <input type="checkbox"/> SMS <input type="checkbox"/> Other(Specify):
			<input type="checkbox"/> Face-to-face <input type="checkbox"/> Phone <input type="checkbox"/> Email <input type="checkbox"/> SMS <input type="checkbox"/> Other(Specify):
			<input type="checkbox"/> Face-to-face <input type="checkbox"/> Phone <input type="checkbox"/> Email <input type="checkbox"/> SMS <input type="checkbox"/> Other(Specify):
			<input type="checkbox"/> Face-to-face <input type="checkbox"/> Phone <input type="checkbox"/> Email <input type="checkbox"/> SMS <input type="checkbox"/> Other(Specify):
CERTIFICATION			
I, the Job Developer/ Employment Specialist, certify that: <ul style="list-style-type: none"> The above dates, times, and services are accurate; I personally provided all services or supervised the Job Skills Trainer who provided the services; I documented the services and information described above in the report. 			
Job Developer/ Employment Specialist Signature:			Date:
Provider Administrator/ Designee's Signature			Date

Appendix B

Government of the District of Columbia Department on Disability Services



JOB PLACEMENT INFORMATION REPORT

Person Information					
Name of Person:			Counselor:		
Provider:			Date of Report		
Employment Information					
Person's job title:		Start Date:		<input type="checkbox"/> Full time <input type="checkbox"/> Part time	
Employer name:		Address:		City, State: ZIP code:	
Supervisor:		Supervisor Title:		Supervisor contact information:	
Hours per week:		Days per week:		Hourly rate: \$	
Job Description. Detailed description of the person's job duties.					
Benefits. Is the person receiving benefits for this employer – if so, what type? Detail type and eligibility date.					
Medical benefits? <input type="checkbox"/> YES <input type="checkbox"/> NO					
Others:					
Placement Checklist					
Review and respond to the following questions as they relate to the person's placement. Provide comments to support or explain your responses in the comment section below:				YES	NO
1. Is this placement acceptable to the person's?				<input type="checkbox"/>	<input type="checkbox"/>
2. Is the job consistent with the employment goal agreed by the person and the VR specialist?				<input type="checkbox"/>	<input type="checkbox"/>
3. Do the wage and working conditions conform to federal and Washington DC laws including laws regarding minimum wage?				<input type="checkbox"/>	<input type="checkbox"/>
4. Are the person's wage and benefits not less than those paid by the employer to workers who do not have a disability doing the same or similar work?				<input type="checkbox"/>	<input type="checkbox"/>
5. Are all the monthly job development progress reports submitted until this placement?				<input type="checkbox"/>	<input type="checkbox"/>
Hiring Incentive Utilized: <input type="checkbox"/> WTO <input type="checkbox"/> OJT <input type="checkbox"/> Tax Credit <input type="checkbox"/> Others					
COMMENTS:					

Placement Supports Checklist				
Retention concerns. Indicate if the following have been addressed or needs to be addressed; provide additional explanation where appropriate, and used N/A for items that do not apply:				
	Addressed	Needs to be addressed	N/A	Assistance/ Coordination by:
On-site support/ job coaching	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Reporting earnings to social security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Appearance/ Hygiene	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Punctuality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Job Accommodation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Transportation/ Navigation to Work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Child care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Work clothes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Safety instruction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Therapy/ medical treatment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Employee orientation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Plan to elicit regular supervisor and person feedback	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Job skills training needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Waiver: off-site coaching	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Family/ friends/ coworkers (as natural supports)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Others(please specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Comments/ Recommendations:				
Verification of Employment				
<input type="checkbox"/> Employment offer letter <input type="checkbox"/> Employer certification <input type="checkbox"/> Other: _____				
(Attach verification document to this report)				
Certification				
I, the Employment Specialist certify that: the documented services and information described herein are true and correct.				
First and Last name of Employment Specialist:			Position Title:	
Signature:			Date:	

Encl. Verification of Employment document

**Government of the District of Columbia
Department on Disability Services**



JOB STABILIZATION PROGRESS REPORT

Person Information

Name of Person:	Authorization number:
Provider:	Reporting Period:

Employment Information

Person's job title:	Start Date:	<input type="checkbox"/> Full time	<input type="checkbox"/> Part time
Employer Name:	Address:	City, State:	ZIP code:
Hours per week: Change from last month? <input type="checkbox"/> YES <input type="checkbox"/> NO If YES, previous # hours:	Days per week: Change from last month? <input type="checkbox"/> YES <input type="checkbox"/> NO If YES, previous # days:	Hourly rate: \$ Change from last month? <input type="checkbox"/> YES <input type="checkbox"/> NO If YES, previous \$ rate:	

Job Coaching Information (When Authorized)

Dates of actual Job coaching: _____

Frequency of Job Coaching: 2x/week 3x/week 4x/week Other

Hours per day:
 Reduced from last month Increased from last month Same

Skill and Work Behavior Assessment

General Directions: Please do not leave any item unanswered.
Please rate the person based on how often the skill or behavior is demonstrated (% of the time/ OTT):

	1 Skill never/ not demonstrated	2 Rarely (up to 30% OTT)	3 Sometimes (up to 65% OTT)	4 Most of the time (up to 85% OTT)	5 Always		
	Entry Level Skills			Week 1	Week 2	Week 3	Week 4
Completes work accurately							
Completes work on time							
Completes work to business standards of quality							
Follows work-related rules and regulations							
Demonstrates willingness to work							
Exhibits appropriate interpersonal skills							
Displays responsible behaviors at work							
Adheres to attendance expectations							
Demonstrates punctuality							
Manages time well							
Demonstrates organization in work activities							
Communicates well with others							
Displays appropriate hygiene							
Other:							

Comments:

Related Job Retention Activities	Week 1	Week 2	Week 3	Week 4
Displays initiative				
Utilizes sound coping skills (communicates, solve problems, etc.)				
Is able to learn new responsibilities				
Demonstrates ability to deal with change				
Complies with health and safety rules				
Exhibits self-direction				
Can work as part of a team				
Demonstrates willingness to take instruction				
Accepts direction and feedback from supervisor				
Displays knowledge of workplace policy and ethics				
Asks appropriate questions				
Makes sound decisions				
Other:				
Comments:				

If there are limitations in any of the above areas, these concerns must be discussed with the person and the VF Specialist. A plan of corrective action should be agreed upon and implemented to ensure improvement for job retention.

JOB TASKS PROGRESS

List the job tasks required for this position and update progress from last month:

JOB TASK	PERFORMING?		ACHIEVEMENT LEVEL		BASIS
	YES	NO	Limited	Average	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Limited <input type="checkbox"/> Above Average	<input type="checkbox"/> Average <input type="checkbox"/> Excellent	<input type="checkbox"/> Direct Observation <input type="checkbox"/> Person self-report <input type="checkbox"/> Supervisor report
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Limited <input type="checkbox"/> Above Average	<input type="checkbox"/> Average <input type="checkbox"/> Excellent	<input type="checkbox"/> Direct Observation <input type="checkbox"/> Person self-report <input type="checkbox"/> Supervisor report
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Limited <input type="checkbox"/> Above Average	<input type="checkbox"/> Average <input type="checkbox"/> Excellent	<input type="checkbox"/> Direct Observation <input type="checkbox"/> Person self-report <input type="checkbox"/> Supervisor report
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Limited <input type="checkbox"/> Above Average	<input type="checkbox"/> Average <input type="checkbox"/> Excellent	<input type="checkbox"/> Direct Observation <input type="checkbox"/> Person self-report <input type="checkbox"/> Supervisor report
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Limited <input type="checkbox"/> Above Average	<input type="checkbox"/> Average <input type="checkbox"/> Excellent	<input type="checkbox"/> Direct Observation <input type="checkbox"/> Person self-report <input type="checkbox"/> Supervisor report
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Limited <input type="checkbox"/> Above Average	<input type="checkbox"/> Average <input type="checkbox"/> Excellent	<input type="checkbox"/> Direct Observation <input type="checkbox"/> Person self-report <input type="checkbox"/> Supervisor report
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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Limited <input type="checkbox"/> Above Average	<input type="checkbox"/> Average <input type="checkbox"/> Excellent	<input type="checkbox"/> Direct Observation <input type="checkbox"/> Person self-report <input type="checkbox"/> Supervisor report

Person Performance

Describe how the person has adjusted to his/her job, including any problematic issues or concerns that emerge and how they were addressed:

Describe the evidence to support the person's and, if applicable, the person's legal representative's (family member or other) satisfaction with the job and the work environment.

Does the person's job performance meet the business expectations?
 Superior Satisfactory Needs Improvement
Comments:

Identify areas of performance or behavior that require improvement and note strategies that will address these areas. Describe what types, methods, and strategies were used in training the person and the effectiveness of the training provided:

What new support or accommodation needs (if any) were identified during this period, and how were they addressed?

List any changes or additions to the natural supports noted in last month's Progress report:

How does the person work with the employment specialist (or job coach)?

Does the employer provide regularly scheduled feedback on performance?

NEXT STEPS:

Signature

I, the Employment Specialist, certify that:

- The above dates, times, and services are accurate;
- I personally provided all services or supervised the Job Skills Trainer who provided the services;
- I documented the services and information described above in the report.

First and Last name of Employment Specialist:

Position Title:

Signature:

Date:

Appendix D

Government of the District of Columbia Department on Disability Services



JOB STABILIZATION CLOSURE REPORT

Person Information					
Name of Person:			Authorization number:		
Provider:			Reporting Period:		
Employment Information					
Person's job title:		Start Date:		<input type="checkbox"/> Full time <input type="checkbox"/> Part time	
Employer Name:	Address:			City, State:	ZIP code:
Hours per week: Change from initial placement? <input type="checkbox"/> YES <input type="checkbox"/> NO If YES, previous # hours:		Days per week: Change from initial placement? <input type="checkbox"/> YES <input type="checkbox"/> NO If YES, previous # days:		Hourly rate: \$ Change from initial placement? <input type="checkbox"/> YES <input type="checkbox"/> NO If YES, previous rate:	
Skill and Work Behavior Assessment					
General Directions: Please do not leave any item unanswered.					
Please rate the person based on how often the skill or behavior is demonstrated (% of the time/ OTT):					
1 Skill never/ not demonstrated	2 Rarely (up to 30% OTT)	3 Sometimes (up to 65% OTT)	4 Most of the time (up to 85% OTT)	5 Always	
Entry Level Skills			Week 1	Week 2	Week 3
Completes work accurately					
Completes work on time					
Completes work to business standards of quality					
Follows work-related rules and regulations					
Demonstrates willingness to work					
Exhibits appropriate interpersonal skills					
Displays responsible behaviors at work					
Adheres to attendance expectations					
Demonstrates punctuality					
Manages time well					
Demonstrates organization in work activities					
Communicates well with others					
Displays appropriate hygiene					
Other:					
Comments:					
Related Job Retention Activities			Week 1	Week 2	Week 3
Displays initiative					
Utilizes sound coping skills (communicates, solve problems, etc.)					

Is able to learn new responsibilities				
Demonstrates ability to deal with change				
Complies with health and safety rules				
Exhibits self direction				
Can work as part of a team				
Demonstrates willingness to take instruction				
Accepts direction and feedback from supervisor				
Displays knowledge of workplace policy and ethics				
Asks appropriate questions				
Makes sound decisions				
Other:				

Comments:

If there are limitations in any of the above areas, these concerns must be discussed with the person and the VFS Specialist. A plan of corrective action should be agreed upon and implemented to ensure improvement for job retention.

JOB TASKS PROGRESS

List the job tasks required for this position and update progress from last month:

JOB TASK	NEW TASK?		ACHIEVEMENT LEVEL		BASIS
	YES	NO	<input type="checkbox"/> Limited <input type="checkbox"/> Above Average	<input type="checkbox"/> Average <input type="checkbox"/> Excellent	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Limited <input type="checkbox"/> Above Average	<input type="checkbox"/> Average <input type="checkbox"/> Excellent	<input type="checkbox"/> Direct Observation <input type="checkbox"/> Person self-report <input type="checkbox"/> Supervisor report
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Limited <input type="checkbox"/> Above Average	<input type="checkbox"/> Average <input type="checkbox"/> Excellent	<input type="checkbox"/> Direct Observation <input type="checkbox"/> Person self-report <input type="checkbox"/> Supervisor report
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Limited <input type="checkbox"/> Above Average	<input type="checkbox"/> Average <input type="checkbox"/> Excellent	<input type="checkbox"/> Direct Observation <input type="checkbox"/> Person self-report <input type="checkbox"/> Supervisor report
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Limited <input type="checkbox"/> Above Average	<input type="checkbox"/> Average <input type="checkbox"/> Excellent	<input type="checkbox"/> Direct Observation <input type="checkbox"/> Person self-report <input type="checkbox"/> Supervisor report
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Limited <input type="checkbox"/> Above Average	<input type="checkbox"/> Average <input type="checkbox"/> Excellent	<input type="checkbox"/> Direct Observation <input type="checkbox"/> Person self-report <input type="checkbox"/> Supervisor report
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Limited <input type="checkbox"/> Above Average	<input type="checkbox"/> Average <input type="checkbox"/> Excellent	<input type="checkbox"/> Direct Observation <input type="checkbox"/> Person self-report <input type="checkbox"/> Supervisor report
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Limited <input type="checkbox"/> Above Average	<input type="checkbox"/> Average <input type="checkbox"/> Excellent	<input type="checkbox"/> Direct Observation <input type="checkbox"/> Person self-report <input type="checkbox"/> Supervisor report
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Limited <input type="checkbox"/> Above Average	<input type="checkbox"/> Average <input type="checkbox"/> Excellent	<input type="checkbox"/> Direct Observation <input type="checkbox"/> Person self-report <input type="checkbox"/> Supervisor report

Identify any job duties, tasks, or production standards adjustments that have been removed or added to the position's job description to make the position customized for the customer.

Are the person's job description changes documented in writing with the employer?

YES NO NA

Barriers and Strategies

List ongoing needs to retain employment and strategies to meet those needs.

Barriers	Strategies
1.	1. 2. 3.
2.	1. 2. 3.
3.	1. 2. 3.
4.	1. 2. 3.

Other Indicators	YES	NO	REMARKS
Does the person know who to contact should any issues arise?	<input type="checkbox"/>	<input type="checkbox"/>	List name:
Does the person understand the effect of income on benefits?	<input type="checkbox"/>	<input type="checkbox"/>	
Is s/he interested and is there an opportunity to accomplish growth in wages or hours?	<input type="checkbox"/>	<input type="checkbox"/>	If YES, outline the plan for achieving one or both of these quality levels (time or rate) within the next 6 months.

Plan in achieving increase in time or rate within the next 6 months.

Needed Accommodations

Are the necessary modifications and/or accommodations made at the worksite to ensure the person's success?
 YES NO N/A

If you answered YES, identify any physical, cognitive or mental requirements or environmental demands of the job position that have been accommodated to make the position customized for the person. Identify how the requirement has been accommodated.

Requirement or Demand Related to the Person's Employment	Accommodation or Solution Related to the Requirement or Demand

If you answered NO or N/A, record why.

Are the person's accommodations for the physical, cognitive or mental requirements or environmental demand documented with the employer? YES NO N/A

If YES, describe when and where it was documented with the employer. If NO or N/A, record why.

Describe the necessary modifications and accommodations that have been made at the worksite related to accessibility to ensure the person's success.

Does the person have a reliable transportation to and from work, and is a backup transportation plan in place? YES NO N/A

If you answered YES, describe the primary and secondary transportation plan. If you answered NO or N/A, explain why.

Consumer Satisfaction

Provider should assist the person in completing the job satisfaction survey below:

Survey	YES	NO	COMMENTS
Are you satisfied with your job?	<input type="checkbox"/>	<input type="checkbox"/>	
Do you have any problems getting to work each day?	<input type="checkbox"/>	<input type="checkbox"/>	
Do you feel you need additional help in any of your current work responsibilities?	<input type="checkbox"/>	<input type="checkbox"/>	
Do you feel you have adequate opportunity to communicate with your supervisor?	<input type="checkbox"/>	<input type="checkbox"/>	

Business Satisfaction

Is the business satisfied with the person's performance?	<input type="checkbox"/>	<input type="checkbox"/>	
Has the business identified areas for improvement?	<input type="checkbox"/>	<input type="checkbox"/>	
If YES, has an action plan been developed to meet these expectations? Please describe in space below.	<input type="checkbox"/>	<input type="checkbox"/>	

Plan of Action:

Considerations

	YES	NO	COMMENTS
Will the person have the opportunity to increase hours and/or wages in this position?	<input type="checkbox"/>	<input type="checkbox"/>	
Will the person have the opportunity to receive health care or other benefits from the business or other sources?	<input type="checkbox"/>	<input type="checkbox"/>	

Please list sources and types of benefits.

Plan to Achieve Competitive Employment

Is the person earning less than the Washington DC minimum wage?
 YES Rate: \$ NO

If earning less than minimum wage, what is the plan to help the person towards achieving competitive employment or reaching minimum wage level? Target minimum wage:

Goal/s	Milestone	Rate	Timeline	Target Date

<i>i.e. To increase rate by \$0.25</i>	<i>Production rate increased to 80% with minimal prompts</i>	<i>\$7.50</i>	<i>Every 6 months</i>	<i>Dec. 2014</i>

NEXT STEPS:

Signature

I, the Employment Specialist, certify that:

- The above dates, times, and services are accurate;
- I documented the services and information described above in the report.

First and Last name of Employment Specialist:

Position Title:

Signature:

Date:

Encl. Job Stabilization Service Log

JOB STABILIZATION SERVICE LOG

Identifying Information

Person's Name:	VR Specialist:
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Provide a summary of each contact, including a description of the stabilization supports provided and/or job coaching activities performed, level of the person's participation and any necessary follow-up required/performed, etc. The Job Stabilization Service Log must be signed by the Employment Specialist / Job Coach and the Provider Administrator/ Program Coordinator/ Designee. Attach additional sheets as necessary.

Date	Service Hours	Summary of Contact	Method of Contact
			<input type="checkbox"/> Face-to-face <input type="checkbox"/> Phone <input type="checkbox"/> Email <input type="checkbox"/> SMS <input type="checkbox"/> Other(Specify):
			<input type="checkbox"/> Face-to-face <input type="checkbox"/> Phone <input type="checkbox"/> Email <input type="checkbox"/> SMS <input type="checkbox"/> Other(Specify):
			<input type="checkbox"/> Face-to-face <input type="checkbox"/> Phone <input type="checkbox"/> Email <input type="checkbox"/> SMS <input type="checkbox"/> Other(Specify):
			<input type="checkbox"/> Face-to-face <input type="checkbox"/> Phone <input type="checkbox"/> Email <input type="checkbox"/> SMS <input type="checkbox"/> Other(Specify):
			<input type="checkbox"/> Face-to-face <input type="checkbox"/> Phone <input type="checkbox"/> Email <input type="checkbox"/> SMS <input type="checkbox"/> Other(Specify):
			<input type="checkbox"/> Face-to-face <input type="checkbox"/> Phone <input type="checkbox"/> Email <input type="checkbox"/> SMS <input type="checkbox"/> Other(Specify):
			<input type="checkbox"/> Face-to-face <input type="checkbox"/> Phone <input type="checkbox"/> Email <input type="checkbox"/> SMS <input type="checkbox"/> Other(Specify):
			<input type="checkbox"/> Face-to-face <input type="checkbox"/> Phone <input type="checkbox"/> Email <input type="checkbox"/> SMS <input type="checkbox"/> Other(Specify):
			<input type="checkbox"/> Face-to-face <input type="checkbox"/> Phone <input type="checkbox"/> Email <input type="checkbox"/> SMS <input type="checkbox"/> Other(Specify):
			<input type="checkbox"/> Face-to-face <input type="checkbox"/> Phone <input type="checkbox"/> Email <input type="checkbox"/> SMS <input type="checkbox"/> Other(Specify):
			<input type="checkbox"/> Face-to-face <input type="checkbox"/> Phone <input type="checkbox"/> Email <input type="checkbox"/> SMS <input type="checkbox"/> Other(Specify):

CERTIFICATION

I, the Employment Specialist / Job Coach, certify that:

- The above dates, times, and services are accurate;
- I personally provided all services or supervised the Job Skills Trainer who provided the services;
- I documented the services and information described above in the report.

Employment Specialist/ Job Coach Signature:	Date:
Provider Administrator/ Designee's Signature:	Date:

