HUMAN CARE AGREEMENT

1. Human Care Agreement Number	2. Date of Award	3a. Date Solicitation Issued	3b. Date Solicitation Closes
DCJM-2015-H-0035-	See Block 13C	June 26, 2015	September 30, 2015

4. Issued by:	5. Administered by:
Department on Disability Services Office of Contracts and Procurement 1125 – 15th Street NW., 9th Floor Washington, DC 20005-2717	Department on Disability Services Rehabilitation Services Administration (RSA) 1125 – 15th Street, NW., 9th 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:	8. DISTRICT SHALL SEND ALL PAYMENTS TO:
Department on Disability Services Office of the Controller, 6th Floor 64 New York Avenue, NE Washington, DC 20002	Address in Block 6

9. DESCRIPTION OF HUMAN CARE SERVICE AND RATE COST

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

10. APPROPRIATION DATA AND FINANCIAL CERTIFICATION

TO BE CITED ON EACH TASK ORDER

11. PERIOD OF HUMAN CARE AGREEMENT

Starting Date: **See Block 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 THEPROVIDER/ CONTRACTOR		***13. FOR THE DISTRICT OF COLUMBIA***	
A. Name and Title of Signer *(Type or print)*		A. Name of Contracting Officer *(Type or print)* Marsha Robinson	
B. Authorized Signature of the PROVIDER/CONTRACTOR:	C. DATE	B. Signature of CONTRACTING OFFICER:	C. DATE (Base Year)

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

B.1 The government of the District of Columbia Department on Disability Services (DDS), Rehabilitation Services Administration (RSA) (**District**) is seeking to pre-qualify Contractors to provide District persons with disabilities with one (1) or more of the following vocational services covered by this HCA:

B.1.1 Benefits Planning,

B.1.2 Job Placement,

B.1.3 Supported Employment,

B.1.4 Discovery Assessment,

B.1.5 Customized Employment,

B.1.6 Job Coaching,

B.1.7 Support Service Provider,

B.1.8 Job Readiness Training (formerly known as Work Adjustment), and

B.1.9 Trial Work

B.2 Pursuant to the Human Care Agreement Amendment Act of 2000. effective (D.C. Law 13-155, amending D.C. Official Code, Sections, 2-301.07, 2-303.02, 2-303.04(g), 2-303.06(a).

B.3 The District will award of multiple agreements to fulfill the requirement for informed choice of the persons with disabilities.

B.4 PRICE SCHEDULE:

B.4.1 The Human Care Agreement (HCA) is based on fixed prices or/and rates for services rendered only. The Provider shall provide services in accordance with Section C as specified herein or in the Provider's proposed program description that is accepted by the District and at the prices specified in Section B.4.2, Price Schedule as set forth in 29 D.C.M.R. § 119.9(a) upon award of the HCA in response to this HCA application.

B.4.2 Vocational Rehabilitation Service Reimbursement Rates:

Benefits Planning	**Rate**
Benefit Analysis and Plan	$1,000.00 Per Person
Benefit Employment Management Report	$250.00 Per month
Student Earned Income Exclusion Submission and Approval (Work Incentive) Up to Age 22	$250.00 Per Person
Blind Work Expense Under BERM - Submission and Approval (Work Incentive)	$300.00 Per Month
Impairment Related Work Expense Under BERM-Submission and Approval(Work Incentive)	$300.00 Per Month
Plan For Achieving Self Support (PASS) - Submission (Work Incentive)	$300.00 Per Person
Plan For Achieving Self Support (PASS) - Approval (Work Incentive)	$200.00 Per Person
Expedited Reinstatement - Development and Submission	$300.00 Per Request
Benefits Summary Analysis Report for Life Changing Events	$350.00 Per Person

Job Placement	**Rate**
Intake and Assessment	
Intake Summary and Assessment Report	$400.00 Per Report
Person Centered Employment Plan	$250.00 Per Plan
Total	**$650.00**
Job Development	
30 Days Job Development Progress Report	$500.00 Per Report
60 Days Job Development Progress Report	$500.00 Per Report
90 Days Job Development Progress Report	$500.00 Per Report
Total	**$1,500.00***
Placement	
Placement Information Report	$950.00 Per Person
Job Stabilization Report	$450.00 Per Person
Job Stabilization Closure Report	$450.00 Per Person
Total	**$1,850.00**
Grand Total	**$4,000.00**

Supported Employment	**Rate**
Intake and Assessment	
Intake Summary and Assessment Report	$400.00 Per Report
Person Centered Employment Plan	$250.00 Per Plan
Total	**$650.00**

Job Development /Placement	
30 Days Job Development Progress Report	$600.00 Per Report
60 Days Job Development Progress Report	$600.00 Per Report
90 Days Job Development Progress Report	$600.00 Per Report
Grand Total	**$1,800.00***
Placement	
Initial Placement Report	$1000 Per Report

Additional Vocational Rehabilitation Services	**Rate/Unit**
Discovery Assessment:	
Positive Personal Profile	$1,000 Per Person
Customized Employment	$1,500 Per Verified Placement
Job Coaching:	
Job Coaching Thirty-Day Report	$55 Per Hour
Job Coaching Progress Report	$55 Per Hour
Support Service Provider	$55 Per Hour
Trial Work:	
Trial Work Evaluation Report	$55 Per Hour
Job Readiness Training (formerly known as Work Adjustment Training)	
Job Readiness 1: Soft Skills Training Development	$55 Per Day
Job Readiness 2: Transitional Work Experience	$55 Per Hour

Incentives	
A person is successfully closed in Employment at or above District Living Wage	2% of the wage of the person
An SSI/SSDI recipient is placed and remains employment at the Substantial Gainful Activity (SGA) Earnings Level, proof of the employment is provided, and the District receives reimbursement.	$5,000.00 per recipient of the Administrative, Counseling and Placement (ACP) reimbursement
If bilingual language, including sign language, is provided for effective communication with persons with disabilities in a one-on-one setting.	Additional 5% of the service fee

*If the job seeker is placed in a job within less than three (3) months, the Provider shall automatically be paid the difference between the maximum amount and the amount the Provider has already received for the job seeker.

B.4.3 The rates not set forth in 29 D.C.M.R. § 119.9(a) for services rendered to the District, shall not exceed the Provider's rates charged to the Provider's most preferable customers. The Provider shall not invoice for referrals that were not accepted or where no direct service was provided.

B.4.4 Proposals responding to 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 services paid by local dollars in the District. 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.5 COMPLIANCE WITH SERVICE RATES

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 overpayment occurs, the service provider shall reimburse the District the full amount of the overpayment following procedures set forth in 27 DCMR and DC Official Code.

B.6 TAX COMPLIANCE CERTIFICATION

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

SECTION 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 physical disabilities to obtain and maintain economic self-sufficiency and independence that results in gainful employment. The District is seeking Contractor(s) to provide persons with disabilities with the services listed in section B to meet this goal. Approximately 1,000 people are referred to receive one or more of the services covered by this HCA per year.

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	https://www.congress.gov/113/bills/hr803/BILLS-113hr803enr.pdf
2.	Americans with Disabilities Act as Amended	P.L.101-336	1990	http://www.ada.gov/
3.	Rehabilitation Act Amendments of 1973	P.L.93-112	1973	http://www2.ed.gov/policy/speced/reg/narrative.html
4.	Ticket To Work and Work Incentives Improvement Act	P.L.106-170	1999	http://www.ssa.gov/legislation/legis_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://dccode.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.dc.gov/Search/DCMRSearchByChapter.aspx?SearchType=DCMRChaptNum&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 *et seq.*		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 Contracting Officer 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 **Assistive Technology/Device:** means any item, piece of equipment, or product system that is used to increase, maintain, or improve the functional capabilities of an individual with a disability.

C .3.3 **Referral/ authorization:** Agreement given to a service Provider denoting services to be rendered at the price not to exceed the amount shown in the written referral/ authorization the Provider is allowed to bill for those services.

C .3.4 **Benefit Employment Management Report:** A report detailing the desired employment outcome of the person with a disability, the steps needed to achieve that outcome, and the person responsible for the completion of each step.

C .3.5 **Benefits Planning and Consultation:** Assistance provided to the person who is interested in becoming employed but is uncertain about the impact of work income on any disability benefits and entitlements being received and/or may not be aware of benefits, such as access to healthcare, that might be available to support any work attempt. This typically involves an analysis of an individual's current benefits, such as SSI and SSDI, the individual's financial situation, and what effect different income level from work will have on the individual's future financial situation. This assistance is intended to give the individual an opportunity to make an informed choice regarding the pursuit of employment. Ongoing assistance may also be provided as the individual decides upon employment goals, searches for jobs, and obtains employment (As cited in C.2.1; Policy Directive RSA-PD-13-04 Date: July 9, 2013).

C .3.6 **Benefits Summary and Analysis:** A report discussing in-depth research, analysis, and technical assistance about Social Security Income benefits, Social Security Disability Insurance benefits and other public programs and work incentives that align with the unique circumstances and work goals of the person with a disability.

C .3.7 **Benefits Summary and Analysis Report for Life Changing Events:** A report for a person with a disability that summarizes the current Social Security benefits the person with a disability receives, analyzes how employment may affect the person's benefits, lists issues with benefits unrelated to employment, and lists employment services and supports the person may need. A Life Changing Event shall have a meaning consistent with 20 C.F.R. § 418.1205.

C .3.8 **Blind Work Expense request form submission and approval:** The submission request form to the Social Security Administration that is documented in the Benefit Employment Management Report and submitted by a person who receives Supplemental Security Income benefits and who is blind, and approval of that submission by the Social Security Administration. Blind Work Expense shall have a meaning consistent with 20 C.F.R. § 418.3325.

C .3.9 **Case Management:** The administration of activities aimed at linking community resources to a person the assessment of individual needs, development and periodic evaluation of individualized plan and coordination of the various system components in order to achieve a successful outcome.

C .3.10 **Competitive Integrated Employment:** work that is performed on a full-time or part-time basis (including self-employment)- ‘‘(A) for which an individual- ‘‘(i) is compensated at a rate that - ‘‘(I)(aa) shall be not less than the higher of the rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1)) or the rate specified in the applicable State or local minimum wage law; and ‘‘(bb) is not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not individuals with disabilities, and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills; or ‘‘(II) in the case of an individual who is self-employed, yields an income that is comparable to the income received by other individuals who are not individuals with disabilities, and who are self-employed in similar occupations or on similar tasks and who have similar training, experience, and skills; and ‘‘(ii) is eligible for the level of benefits provided to other employees; ‘‘(B) that is at a location typically found in the community and where the employee with a disability interacts with the purpose of performing the duties of the position with other employees within the particular work unit and the entire work site, and, as appropriate to the work performed, other persons (e.g. customers and vendors) who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that individuals who are not individuals with disabilities and who are in comparable positions interact with other persons; and H. R. 803—210 ‘‘(C) presents opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions.’’ (As cited in WIOA Section 3. Definition)

C .3.11 **Customized Employment:** competitive integrated employment, for an individual with a significant disability, that is based on an individualized determination of the strengths, needs, and interests of the individual with a significant disability, is designed to meet the specific abilities of the individual with a significant disability and the business needs of the employer, and is carried out through flexible strategies, such as ‘‘(A) job exploration by the individual; ‘‘(B) working with an employer to facilitate placement, including ‘‘(i) customizing a job description based on current employer needs or on previously unidentified and unmet employer needs; ‘‘(ii) developing a set of job duties, a work schedule and job arrangement, and specifics of supervision (including performance evaluation and review), and determining a job location; ‘‘(iii) representation by a professional chosen by the individual, or self-representation of the individual, in working with an employer to facilitate placement; and ‘‘(iv) providing services and supports at the job location.’’ (As cited in WIOA Section I (b) Section 3. Definitions)

C .3.12 **Discovery Assessment:** An intensive person-centered assessment conducted in a person’s natural environment by the person’s support team utilized to discover the person’s interests, talents, skills and knowledge, learning styles, positive personality traits, temperaments in different settings, experiences, support systems, needs and specific challenges, accommodation requirements for different settings and activities, and dislikes, which all serve as a guide for customizing employment.

C .3.13 **Employment Goal:** a planned goal that reflects the individual's interests and informed choice to the extent that those factors are consistent with the individual's strengths, resources, priorities, concerns, abilities, and capabilities (As cited in RSA PD 97-04).

C .3.14 **Employment Outcome:** Entering, advancing in, or retaining full-time or, if appropriate, part-time competitive integrated employment: (including customized employment, supported employment, including self-employment, telecommuting, or business ownership) that is consistent with an individual's unique strengths, resources, priorities, concerns, abilities, capabilities, interest, and informed choice.

C .3.15 **Employment Specialist(s)** person hired by a community rehabilitation service Provider to assist a person with a disability to obtain and maintain a competitive integrated employment and to deliver specialized on-site training to assist a person with a disability in learning and performing the job and adjusting to the work environment. These professionals assess the needs or characteristics of the person being served to job requisites and determine the person's strengths, skills, abilities, preferences and support needs. They are also known by different titles by different organizations such as community resource Specialist or job coach.

C .3.16 **Expedited Reinstatement request submission:** a request to the Social Security Administration made by a person with a disability who was receiving Social Security Disability Insurance benefits or Supplemental Security Income benefits, became disqualified for continued benefits because of earnings from work, and then again became unable to work because of the disability. Expedited Reinstatement shall have a meaning consistent with 20 C.F.R. § 404.1592b.

C .3.17 **Extended Services:** Ongoing support services and other appropriate services that are (A) needed to support and maintain an individual with a most significant disability including a youth with a most significant disability, in supported employment; (B) organized or made available, singly or in combination, in such a way as to assist an eligible individual in maintaining supported employment; (C) based on the needs of an eligible individual, as specified in the individualized plan for employment; are (D) provided by a State agency, a private nonprofit organization, employer, or any other appropriate resource, after an individual has made a transition from support from the designated State unit; and (E) provided to youth with the most significant disabilities by the designated State unit in accordance with requirements for a period not to exceed four (4) years.

C .3.18 **Impairment-Related Work Expense request form submission and approval:** The submission to the Social Security Administration, which is documented in the Benefit Employment Management Report and submitted by a person with a disability other than blindness if that person also receives Supplemental Security Income benefits, and approval of that submission by the Social Security Administration. Impairment Related Work Expense shall have a meaning consistent with 20 C.F.R. § 404.1576.

C .3.19 **Individual Placement Model:** a supported employment model where the employment Specialist engages a variety of workplace and off-work supports to assist the supported employee in getting and keeping a job in a community business that best suits his or her abilities and preferences. It is less restrictive with each supported

employee employed as a single employee with jobs matched based on individual strengths, aptitudes and preference and utilize supports that are provided directly by an employment Specialist who acts as a job coach, and/or are based on natural supports in the employment or community setting (As cited in Work and Disability, Third Edition, Proed Inc., 2010 by Edna Mora Szymanski and Randall M. Parker).

C .3.20 **Individualized Plan for Employment (IPE):** A written program of services developed consistent with the employment factors of a person determined eligible for VR services with or without the assistance of a VR Specialist that identifies the employment goal and services that will aid in achieving that goal. When developed without the assistance of the VR Specialist, the IPE shall be prepared on a form provided by the District and shall be subject to the approval of the VR Specialist.

C .3.21 **Initial Placement Report:** Only for people receiving Supported Employment services, a report equivalent in content to the Placement Information Report

C .3.22 **Intake and Assessment:** the process of utilizing interview and environmental assessments and consideration of reasonable accommodations along with development of vocational profile conducted in partnership with persons with disabilities. Core components of assessments shall include person with disabilities' employment goal from the Individualized Plan for Employment (IPE), interests, preferences, desired income, and abilities, along with employment/academic history and informed choice.

C .3.23 **Intake Summary and Assessment Report:** A report synthesizing the findings of the intake interview and review of assessments that also includes a baseline functional evaluation that will form the basis for developing the Person-Centered Employment Plan.

C .3.24 **Integrated Setting:** A setting typically found in the community in which applicants or eligible individuals interact with non-disabled individuals other than nondisabled individuals who are providing services to those applicants or eligible individuals; With respect to an employment outcome, means a setting typically found in the community and where the employee with a disability interacts, for the purpose of performing the duties of the position, with other employees within the particular work unit and the entire work site, and, as appropriate to the work performed, other persons (e.g. customers and vendors) who are not individuals with disabilities (not including supervisory personnel or individuals who providing services to such employee) to the same extent that employees who are not individuals with disabilities and who are in comparable positions interact with other persons.

C .3.25 **Job Coaching:** On-the-job training of a person with a disability by an approved Specialist, who uses structured intervention techniques to help the person learn to perform job tasks to the employer's specifications and to learn the interpersonal skills necessary to be accepted as a worker at the job site and in related community contacts. Job coaching also includes related assessment, job development, counseling, advocacy, travel training and other services needed to maintain the employment for the person.

C .3.26 **Job Development:** Activities that are based on comprehensive, person-centered assessment of the person's strengths, capabilities, needs, skills and experiences prior to initiating the job search. Job search activities to support and assist a person with a disability in searching for an appropriate job, which may include helping in resume preparation, identifying appropriate job opportunities, developing interview skills, and making contacts with companies on behalf of the person. It considers the person's preferences and goals, transportation, desire to work including the number of hours and expected wages, physical skills, orientation and mobility, appearance, communication and social skills, work behavior skills, reinforcement needs, family supports, required natural supports, needed accommodations, financial considerations and other factors.

C .3.27 **Job Development Progress Report:** A monthly report detailing the activities during the job development and/or customized employment job search phase and describing how the participation of the jobseeker and the efforts of the job developer or employment Specialist contribute towards the jobseeker's achievement of the employment outcome. The Job Development Progress Report identifies issues and next steps, is submitted along with an attendance report called a Job Search Service Log, and is submitted monthly until the person is placed in a job successfully.

C .3.28 **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 .3.29 **Job Readiness Training,** formerly known as Work Adjustment Training: Training for a person with a disability by a Provider in the development of work-related skills. This training includes components that enable the person to successfully develop the capacities for achieving and maintaining employment, such as travel, work behaviors, social skills in the work setting, effective communication, accepting supervision, problem solving, grooming and hygiene, goal setting and work tolerance. Other areas that may also be addressed include work-related daily living skills, disability awareness, work traits, and work ethics.

C .3.30 **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 .3.31 **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 .3.32 **Job Stabilization Services:** Support Services provided to a person who has been placed in employment in order to stabilize the placement and enhance job retention; such services include job coaching, follow-up and follow-along and job retention services.

C .3.33 **Natural Support:** 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 disabilities in developing social relationships, orientation training or other company sponsored training events, an employee assistance program and other supports that may be available.

C .3.34 **Ongoing support services:** as used in the definition of supported employment, means services that (A) are needed to support and maintain an individual with a most significant disability, including a youth with a most significant disability in supported employment; (B) are identified based on a determination by the designated State unit of the individual's need as specified in an individualized plan for employment; (C) are furnished by the designated State unit from the time of job placement until transition to extended services, unless post-employment services are provided following transition, and thereafter by one or more extended service providers throughout the individual's term of employment in a particular job placement or multiple placements if those placements are being provided under a program of transitional employment; (D) include an assessment of employment stability and provision of specific services or the coordination of services at or away from the worksite that are needed to maintain stability based on – (i)at a minimum, twice-monthly monitoring at the worksite of each individual in supported employment; or (ii)if under specific circumstances, especially at the request of the individual, the individualized plan for employment provides for off-site monitoring, twice monthly meetings with the individual.

C .3.35 **Person-Centered Employment Plan** (formerly known as Individual Work Plan (IWP))**:** A written program of action developed and reviewed by the Human Care Agreement Provider at regular intervals with the participation of the person with a disability. The Person-Centered Employment Plan outlines the person's goals and describes the services that will be provided to accomplish employment goals, which include fading support services for Supported Employment and stabilization services for Job Placement. The Person-Centered Employment Plan is submitted along with the Intake and Summary Assessment Report.

C .3.36 **Placement:** Competitive integrated employment in the vocation consistent with the individual's strengths, abilities, resources, priorities, concerns, capabilities, interests, and informed choice in an integrated setting.

C .3.37 **Placement Information Report (Initial Placement Report for Supported Employment):** In a setting outside of supported employment, a report documenting relevant employment information for a person with a disability, including 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 (2) business days of when job placement information has been obtained and preferably before the job's start date.

C .3.38 **Plan for Achieving Self Support (PASS) request form approval:** Approval given by the Social Security Administration for a person's Plan for Achieving Self Support request. A Plan for Achieving Self Support shall have a meaning consistent with 20 C.F.R. §§ 416.1180-416.1182.

C .3.39 **Plan of Extended Services Support (PESS):** Additional documentation submitted together with the Supported Employment J**o**b Stabilization Progress Report that outlines the role of persons identified as a natural support Provider in the event that there is no extended service Provider.

C .3.40 **Positive Personal Profile:** A record or documentation of a Discovery Assessment identifying a person's interests, talents, skills and knowledge, learning styles, positive personality traits, temperaments in different settings, experiences, support systems, needs and specific challenges, accommodation requirements for different settings and activities, and dislikes, which all serve as a guide for customizing employment.

C .3.41 **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 .3.42 **Soft Skills Development Training (Job Readiness 1):** Set of activities that are primarily focused on tasks such as learning acceptable work and social conduct in the workplace, the culture of the workplace, preparing a resume, motivation for work and maintaining a job, and other skills such as, but not limited to, work-related daily living skills, disability awareness, grooming, transportation and home health management that are applicable across a variety of employment settings.

C .3.43 **Student Earned Income Exclusion request submission and approval:** The submission to the Social Security Administration made by a person with a disability, and the approval of that submission by the Social Security Administration. The request may be made by noting, in writing, the person's student status when reporting a job and, in facilitating approval from the Social Security Administration, the person may provide proof of student status including but not limited to school grades, school enrollment, and class schedules. Student Earned Income Exclusion shall have a meaning consistent with 20 C.F.R. §§ 416.1870-416.1874.

C .3.44 **Successful Case Closure:** Competitive employment for a minimum of ninety (90) days in the vocation consistent with the individual's strengths, abilities, resources, priorities, concerns, capabilities, interests, and informed choice. Person has been retained and secured their employment without posing a risk of losing the job. (As cited in Policy Directive RSA-PD-13-04, ¶ C.2.1, Date: July 9, 2013). For supported employment, the person has maintained the employment outcome for at least 90 days after achieving employment stabilization and has been transitioned to extended services for at least sixty (60) days which may be concurrent with employment stabilization (within 90 days) or sequential to it (after 90 days). A Plan to Achieve

Competitive Employment has to be in place in case the person earns less than the DC minimum wage upon closure.

C .3.45 **Supported Employment:** Competitive integrated employment, including customized employment, or employment in an integrated work setting in which an individuals with a most significant disability, including a youth with a most significant disability, is working on a short-term basis toward competitive integrated employment, that is individualized, consistent with the unique strengths, abilities, interests, and informed choice of the individuals, including with ongoing support services for individuals with the most significant disabilities - ‘‘(A)(i) for whom competitive integrated employment has not historically occurred; or ‘‘(ii) for whom competitive integrated employment has been interrupted or intermittent as a result of a significant disability; and ‘‘(B) who, because of the nature and severity of their disability, need intensive supported employment services and extended services after the transition from support provided by the designated State unit, in order to perform this work (As cited in WIOA Section I (b) Section 3. Definitions).

C .3.46 **Support Service Provider (SSP):** A group of specially trained professionals who enable people who have combined vision and hearing losses to access their environments and make informed decisions, providing them with visual and environmental information, sighted guide services, and communication accessibility.

C .3.47 **Task Order:** An order for services placed against an established Human Care Agreement by issuing a System 7 authorization.

C .3.48 **Transitional Work Experience (Job Readiness 2):** This service is designed to enlist the assistance of a community service provider to aid in securing an employer-based paid work experience opportunity for persons referred by the District. This service is designed to provide the District participants with real work experiences and opportunities to network in actual business environments consistent with their employment goals.

C .3.49 **Trial Work Experience:** Exploration of different work experiences with necessary and appropriate supports for a person with a disability consistent with informed choice, including supported employment, on-the-job training and other experiences using realistic integrated work settings, that will provide a vocational rehabilitation Specialist an assessment of a person’s strengths, abilities, challenges, and work behavior from a realistic work situation; and to determine the services needed to remove barriers to employment, for example, for the person to acquire occupational skills and develop work attitudes, appropriate work habits, work tolerance, and social and behavior patterns necessary for successful job performance. The trial work period shall also provide sufficient information for the VR Specialist to make a decision about whether an applicant for vocational rehabilitation services can benefit from vocational rehabilitation services to reach an employment outcome. Trial Work shall have a meaning consistent with 34 C.F.R. §§ 361.5(b)(6)(iv), 361.42(e), 361.47(a)(5), and 361.54(b)(1). [S1]

C .3.50 **Vocational Rehabilitation Specialist (VR Specialist):** State employee responsible for determining eligibility and providing or arranging rehabilitation services for applicants or recipients of these services.

C .3.51 **Youth with disability (or Youth with disabilities):** Means a person (people) with a disability who is not younger than 14 years of age and not older than 24 years of age.

C.4 **BACKGROUND:**

C.4.1 The District employs VR Specialists and utilizes qualified Contractors through the Human Care Agreements (HCA) to assist persons with disabilities in achieving employment and career goals. This agreement serves to meet a reoccurring need in that the District is mandated by all federal and District regulations cited in C.2.1 to assist persons with disabilities to obtain and secure employment that is consistent with the persons' strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice.

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

C.5 **REQUIREMENTS:**

C.5.1 **General Referral Process:**

C.5.1.1 The Provider shall review the referral and accompanying documentation and ensure that the referral is appropriate and complete upon receipt of a referral from the District. See Exhibit A, Referral Package Documents.

C.5.1.2 The Provider shall respond to the referring VR Specialist within two (2) business days to acknowledge receipt and of complete referral packet.

C.5.1.3 The Provider is not obligated to accept a referral. If the Provider does not to accept the referral, prior to initiating contact with the referred person, the Provider shall return the referral packet in its entirety to the District within three (3) business days. The Provider shall explain any reasons why the referral was not accepted by the Provider.

C.5.1.4 If the Provider accepts the referral, the Provider shall contact the person to schedule an appointment within five (5) business days, after the acknowledgement of receipt of referral. The Provider shall notify the VR Specialist of the scheduled appointment via electronic mail.

C.5.1.5 The Provider shall notify the referred person and the VR specialist within one (1) business day when the Provider or a person cancels or misses a scheduled appointment.

C.5.1.6 The Provider shall gain knowledge of each person referred by utilizing the information provided in the referral packet and other pertinent data, as appropriate, and as mutually agreed upon by the District and the Provider.

C.5.1.7 The Provider shall actively involve persons and their families/ support system/ guardian in assessment, planning, and decision-making throughout the service delivery process. Families/ support system/ guardian shall be included in providing reinforcement of the person's role and in being consulted regarding their observations

of the suitability of services with the consent of the referred person and where appropriate.

C.5.1.8 The Provider shall have a designated place in the Provider's office where the person may elect to meet with the Provider to discuss medical, criminal records or other pertinent information that may be considered private. The Provider who is scheduling to meet with a person shall first offer him or her if he or she prefers to meet in a public or the Provider's private office space.

C.5.1.9 The Provider shall contact the VR Specialist for any questions regarding the referral.

C.5.1.10 The Provider shall consult with the VR Specialist before returning the Person's referral package. Decisions to terminate participation shall be made through case conferencing and individual progress reviews. The provider shall not terminate services without the consent of the VR Specialist or Supervisor who referred the person to the Provider.

C.5.2 **<u>Method of Service Delivery for Specific Services:</u>**

C.5.2.1 **<u>Benefits Planning:</u>**

C.5.2.1.1 The Provider shall meet with the person to review documentation provided by:

C.5.2.1.1.1 Social Security Administration (SSA) (to include, but not be limited to, Benefits Planning Query,

C.5.2.1.1.2 The District (to include, but not be limited to Referrals for External Benefits Counseling, signed Release of Information forms authorizing the DC Benefits Specialist to secure accurate and updated information from relevant sources.)

C.5.2.1.1.3 The person and any other pertinent source (Housing, Medicaid, Food Stamp Program, SNAP, TANF, Spouse, or any other person or agency providing resources and supports that could impact person with disabilities' benefits).

C.5.2.1.2 The Provider shall discuss the impact of working and life situations on their benefits, as well as any upcoming events they would need to be aware of such as age eighteen (18) determination and any medical reviews.

C.5.2.1.3 Provider shall prepare and submit a Benefits Summary and Analysis (BSA) to the District Benefits Specialist and the VR Specialist after providing a benefits consultation to the person. The report shall detail activities related to the employment of the person and how it relates to both SSA and other public benefits as mentioned in C.5; and shall identify the supports that the external Benefits Specialist can provide as part of the employment supports through the District.

C.5.2.1.4 The Provider shall also submit a monthly Benefits Employment Management Report (BEMR) if needed. The BEMR shall consist of:

C.5.2.1.4.1 Monthly wage reporting;

C.5.2.1.4.2 Monitoring of Trial Work Experience, Extended Period of Eligibility, Extended Medicare, and any Work Incentives;

C.5.2.1.4.3 Any written or verbal communication and interactions between the person and/or Provider, and SSA or any other relevant agencies such as overpayments, request for filing additional forms, as well as notification and results of medical reviews;

C.5.2.1.4.4 At a minimum, the BEMR shall provide learning tools and steps for the person to remain in good standing with SSA and monthly reporting of earnings and progress if possible.

C.5.2.1.4.5 The Provider shall request additional referral/ authorization prior to the implementation of Work Incentives as needed for ongoing employment supports. The list of approved Work Incentives shall include the following:

C.5.2.1.4.6 Student Earned Income Exclusion Submission and Approval;

C.5.2.1.4.7 1619b – Submission and Approval;

C.5.2.1.4.8 Blind Work Expense – Submission and Approval (Monthly monitoring will be covered on the BEMR);

C.5.2.1.4.9 Impairment Related Work Expense – Submission and Approval (Monthly monitoring will be covered on the BEMR);

C.5.2.1.4.10 Impairment Related Work Expense – Submission and Approval (Monthly monitoring will be covered on the BEMR);

C.5.2.1.4.11 Property Essential for Self Support – Submission and Approval;

C.5.2.1.4.12 Special Conditions and Subsidies – Submission and Approval;

C.5.2.1.4.13 Expedited Reinstatement – Submission and Approval;

C.5.2.1.4.14 The Benefits Planning Provider shall understand and explain how work impacts benefits by:

C.5.2.1.4.15 Helping dispel myths about the impact of work on benefits;

C.5.2.1.4.16 Possessing a working knowledge of how employment impacts benefits;

C.5.2.1.4.17 Being aware of work incentives (IRWE, Subsidies, PASS, etc.) and how they can be used to create successful employment outcomes;

C.5.2.1.4.18 Building relationships with the work incentives planners available in their communities to help with more complex situations, and assisting customers to access additional resources when needed;

C.5.2.1.4.19 Staying current with changes to assure accurate information is being distributed.

C.5.2.1.5 The Provider shall be available to provide a general overview of benefits counseling information in schools during occasional Parent-Teacher meetings for

the transition-aged youth or other community-based events. This shall be paid at the ***half the rate*** of Plan to Achieve Self-Support (PASS) approval per meeting.

C.5.2.2 **<u>Job Placement and Supported Employment Services</u>**

C.5.2.2.1 **<u>Intake and Assessment:</u>**

C.5.2.2.1.1 The Provider shall conduct intake and assessment to determine the person's skills in relation to specific job duties and work behaviors which are assessed in conjunction with the person's ability to function on the job. The assessment shall take into account the person's employment factors, to include, but not be limited to, unique strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice and shall consider the following:

C.5.2.2.1.1.1 Feasibility of the employment goal through job placement/supported employment;

C.5.2.2.1.1.2 Ability to relate to the expectations of a work environment;

C.5.2.2.1.1.3 Ability to learn specific job duties;

C.5.2.2.1.1.4 Personal and social adjustment

C.5.2.2.1.1.5 Relationships/Support system;

C.5.2.2.1.1.6 Response to supervision;

C.5.2.2.1.1.7 Baseline functional level;

C.5.2.2.1.1.8 Soft-skills necessary for employment readiness;

C.5.2.2.1.1.9 Identification of ongoing support services (type, intensity, and frequency) needed for the person to maintain employment, including assistive technology;

C.5.2.2.1.1.10 Potential to benefit from job coaching and/or ongoing support services;

C.5.2.2.1.1.11 Job task analysis including possible accommodations.

C.5.2.2.1.2 The Provider shall document the findings of the Intake and Assessment utilizing the Intake Summary and Assessment Report (ISAR, See Appendix A Form 0001) which shall be submitted to the person's VR Specialist within fifteen (15) business days of the first appointment with the person and shall be the basis for submitting an invoice.

C.5.2.2.1.3 The Provider shall indicate in the ISAR if the referral is accepted or declined and reasons shall be provided in the report if the decision is not to accept the referral. If the Provider is unable to provide services to the person, the Provider shall return the referral packet with completed ISAR and submit the invoice for the completion of the intake and assessment to the District.

C.5.2.2.1.4 The Provider shall develop and prepare a written Person-Centered Employment Plan (PCEP, See Appendix A Form 0004) and submit it with the ISAR if the Provider accepts the referral,

C.5.2.2.1.5 The Contractor shall submit the ISAR and PCEP to the person's VR Specialist within fifteen (15) business days of the first appointment with the person and shall be the Provider's basis for submitting the invoice and shall meet the following criteria:

C.5.2.2.1.5.1 The Person-Centered Employment Plan (PCEP) summarizes and synthesizes the relevant information obtained during Intake and Assessment, outlines the person's goals, and describes what services will be provided to accomplish the goals. Plan for fading support services (for Supported Employment program) are also integrated in the plan as well as stabilization services (for Job Placement program).

C.5.2.2.1.5.2 The defined goals and services provided shall be consistent with the referral information and the PCEP goal shall be consistent with the IPE goal. Any changes to that goal shall be discussed with and approved by the VR Specialist and the record shall document approval of the change in goal.

C.5.2.2.1.5.3 The Person-Centered Employment Plan (PCEP) shall provide the framework for how the Provider will assist this person in achieving his/her employment goals. The placement shall be a competitive integrated employment. Individual placement in the community is preferred.

C.5.2.2.1.6 The Provider shall also submit A Letter of Commitment (See Appendix C Form 0014) to the VR Specialist in addition to the Intake Summary and Assessment Report (ISAR) and Person-Centered Employment Plan (PCEP) if the Provider is authorized to provide extended services.

C.5.2.2.1.7 The Provider shall request that Intake and Assessment services be re-authorized in the following instances:

C.5.2.2.1.7.1 If a change in Provider is necessitated after six (6) months; or

C.5.2.2.1.7.2 If there is change in the health circumstance of the person that would necessitate an amendment of the IPE goal;

C.5.2.2.1.8 The new Provider of re-authorized services shall review and utilize the ISAR, PCEP documents and/or Positive Personal Profile from the previous Provider for job development planning purposes if transfer is made earlier than six (6) months from the last Intake and Assessment Services.

C.5.2.2.1.9 The Provider shall refer to VR Specialist any persons who have tested positive for illicit substances or alcohol abuse for treatment, and upon completion, the person shall resume VR services with that particular Provider.

C.5.2.2.1.10 The Provider shall notify VR Specialist and the CA in writing once the Provider is unable to make contact with the District person within ten (10) business days. This notification shall continue until the Person is successfully employed.

C.5.2.3 **<u>Job Development:</u>**

C.5.2.3.1 The Provider shall conduct or implement job development activities based on the person's IPE, consisting of a comprehensive, person-centered assessment of his or her unique strengths, capabilities, needs, skills and experiences prior to initiating the job search.

C.5.2.3.2 The Provider shall consider the job seeker's preferences and goals, transportation, desire to work including the number of hours and expected wages, physical skills, orientation and mobility, appearance, communication and social skills, work behavior skills, reinforcement needs, family supports, required natural supports, needed accommodations, financial considerations and other factors.

C.5.2.3.3 The Provider shall initiate employer contacts within the geographic region, including businesses known to the person and their support network, previous employers, and networking committees to provide the person a clearer focus of potential job options. Initial contacts, follow up and on-going relationship development with businesses relevant to the specific job candidate's goals within a reasonable time period are necessary activities.

C.5.2.3.4 The Provider shall survey the Washington, D.C. metropolitan area for potential jobs. Job development shall include but not be limited to:

C.5.2.3.4.1 Establishing a network of employer contacts;

C.5.2.3.4.2 Disseminating to the business community information on the program and hiring of persons;

C.5.2.3.4.3 Developing an on-going awareness of the job market in the Washington, D.C. metropolitan area;

C.5.2.3.4.4 Identifying and securing job placement/supported employment positions; and

C.5.2.3.4.5 Developing detailed analyses of the work environment and jobs offered by participating employers.

C.5.2.3.5 The Provider shall make telephone calls or shall send emails to prospective employers, utilizing the Internet, magazines, newspapers, and other publications as leads. The Provider shall assist the job seeker in completing and submitting application(s) online.

C.5.2.3.6 The Provider shall collect local job market data regarding various types of employment opportunities, for purposes of preparing a standardized set of requirements for prospective employers; and

C.5.2.3.7 The Provider shall negotiate employment terms with or on behalf of the job seeker.

C.5.2.3.8 The Provider shall conduct job search skills training for job seekers to enhance the development of work readiness skills. The plan shall include, but not be limited to, training in the areas of locating jobs openings, completing applications, interviewing techniques and taking pre-employment examinations.

C.5.2.3.9 The Provider shall conduct workshops or activities designed to instruct the job seeker on proper work attire, behaviors, and expectations.

C.5.2.3.10 The Provider shall assist the job seeker with job exploration and placement, including assessing opportunities for advancement;

C.5.2.3.11 The Provider shall educate potential employers about disability related issues including pertinent legislation.

C.5.2.3.12 The Provider shall make a minimum of three (3) face to face contacts with the job seeker a month in conducting job development services.

C.5.2.3.13 The Provider shall submit Job Development Progress Report and Job Search Service Log 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 and Job Search Service Log (See Appendix A Form 0002) 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.5.2.3.14 The Provider shall invoice per report for three (3) months consistent with the Job Placement and Supported Employment rates, unless the job seeker is placed in a job within less than three (3) months. The Provider shall not receive more than three months for Job Development Progress Reports. If the job seeker is placed in a job within less than three (3) months, the Provider shall automatically receive payment for the difference between the maximum amount and the amount the Provider has already invoiced for the job seeker.

C.5.2.3.15 The Provider shall develop employment opportunities in competitive integrated settings using the individual placement model. For Supported employment placements, priority should be given to job sites that are amenable to providing natural supports.

C.5.2.3.16 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.5.2.3.17 The Provider shall arrange an appointment with the VR Specialist, the person and the employment specialist to staff the case in the event that the person is not placed after ninety (90) days from the time job development services started, to discuss the progress in order to identify the impediments and reasons why the person has not successfully gained employment. Case staffing shall occur every ninety (90) days thereafter until the person is successfully placed.

C.5.2.3.18 The Provider shall inform the VR Specialist accordingly once the job seeker is successfully placed.

C.5.2.3.19 The Provider shall document all relevant placement information in the Job Placement Information Form or Supported Employment Initial Placement Form (depending on the program), which shall be submitted to the 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 referral/ authorization for job coaching for supported employment or referral/ authorization for stabilization services for Job Placement. The Placement Information Report (Job Placement, See Appendix B Form 0005) or SE Initial Placement Report (Supported Employment, See Appendix C Form 0010) with a document verifying employment (to include, but not be limited to employment offer letter or employer certification) shall be the basis for submitting invoice.

C.5.2.3.20 The Provider shall not request additional referral/ authorization for job development until the job seeker is successfully placed in competitive integrated employment.

C.5.2.4 **Job Placement:**

C.5.2.4.1 The Provider shall place the person in a job consistent with the employment goal on the IPE.

C.5.2.4.2 The Provider shall contact the VR specialist if the person wants to change the employment goal or the employment goal may not be suitable for him or her. The IPE's employment goal must be addressed prior to continuing the services provided to the person.

C.5.2.4.3 The Provider shall complete arrangements to start a person at a particular job, including:

C.5.2.4.3.1 Arrangement of job site visit;

C.5.2.4.3.2 Negotiation with the employer regarding the terms of the placement and training program;

C.5.2.4.3.3 Identification of key performance criteria and training standards;

C.5.2.4.3.4 Arrangement of necessary travel, benefits, and accommodations to enable the worker to report to work on the start date.

C.5.2.4.4 The Provider shall use the following service and reporting elements for Placement:

C.5.2.4.4.1 The person is accepted in competitive integrated employment (refer to **C.3** for the definition of competitive integrate employment**)** by the employer, agrees to start on the job, and a start date is established;

C.5.2.4.4.2 Job support strategies, additional plans for fading of support, and necessary hours of support including natural supports and factors mitigating need for support including a good job match;

C.5.2.4.4.3 The Provider was actively involved in assisting the person in obtaining the job.

C.5.2.4.4.4 All the monthly job development progress reports up until placement have been submitted.

C.5.2.4.5 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 with a Job Stabilization Service Log (See Appendix B Form 0007) on the 45th day of placement which shall be the basis for submitting invoice.

C.5.2.4.6 The Provider shall submit a final invoice when the person is eligible for successful case closure as defined by the person has been in a competitive integrated employment for a minimum of ninety (90) days and the person has retained and secured their employment without posing a risk of losing the job. The Provider shall submit a Job Stabil11ization Closure Report (See Appendix B Form 0008,) once the VR Specialist has determined that the case is ready for closure.

C.5.2.4.7 The Provider shall negotiate with the employer and develop a Plan to Achieve Competitive Employment for the person who is receiving less than minimum wage and this shall be contained in the Job Stabilization Closure Report.

C.5.2.5 **<u>Supported Employment – Job Coaching:</u>**

C.5.2.5.1 The Provider shall provide job coaching service in a continuous process following placement. Multiple services are provided during job coaching that may include but not limited to:

C.5.2.5.1.1 Job orientation and assessment;

C.5.2.5.1.2 Travel training;

C.5.2.5.1.3 Job skill training at the work site;

C.5.2.5.1.4 Development and maintenance of production levels as expected by the employer;

C.5.2.5.1.5 Advocacy with co-workers and/or employer to promote acceptance of the worker and his or her integration with the work force;

C.5.2.5.1.6 Advocacy with person's residence, treatment services, and benefits programs to promote support in relation to the employment;

C.5.2.5.1.7 Assistance in negotiating provision of reasonable accommodations; and

C.5.2.5.1.8 Periodic reassessment and alteration of strategies, as appropriate.

C.5.2.5.2 The Provider shall ensure that the work site support is intervention-oriented and designed to enhance work performance, modify inappropriate behaviors, re-training as jobs change, ongoing counseling and assistance to ensure job stabilization.

C.5.2.5.3 The Provider shall monitor the person's progress, performance and adaptation of the person either through direct contact or through supervisor reports.

C.5.2.5.4 The Provider shall assist the person to maintain employment such as through the effective use of community resources; break or lunch rooms, transportation systems, mobility training and changing jobs.

C.5.2.5.5 The Provider shall consult with the person's employer, co-workers or supervisors, as necessary, to address issues that threaten job stability with the person's consent.

C.5.2.5.6 The Provider shall ensure that the person obtains job stability after employment has been obtained.

C.5.2.5.7 The Provider shall deliver job coaching services based on the approved hours in the referral/ authorization for the purpose of monitoring the person's progress on the job until it is determined that the person is stabilized on the job.

C.5.2.5.8 The Provider shall notify the District on the person's progress via monthly reports. A baseline report – Job Coaching Day 30 Report (See Appendix C Form 0011) – shall be submitted during the first month of providing job coaching. The Job Coaching Progress Reports (See Appendix C Form 0012) shall be submitted every month thereafter and it shall include, as appropriate:

C.5.2.5.8.1 A summary of progress as it relates to the Person - Centered Employment Plan and/or notes about any significant changes to the plan;

C.5.2.5.8.2 Information regarding the job, including average hours worked per week and hourly wage earned;

C.5.2.5.8.3 A job analysis and task identification upon initial placement;

C.5.2.5.8.4 A summary of the person's performance and progress and continuing support needs.

C.5.2.5.8.5 The basis for determining that the placement is satisfactory, including that the job placement is compatible with the approved IPE goal, is consistent with the person's employment factors taking into account the person's functional limitations, and that both the individual and the employer are satisfied with the placement and with the level of support provided.

C.5.2.5.9 The Provider's report shall state what direct services were provided and the number of hours of service provision. The specific services shall be described in the context of the barriers or issues being addressed, and outcome when known.

C.5.2.5.10 The Provider's narrative report shall also address the need for additional assistance from the District (to include, but not be limited to, adaptive equipment, training, or services from sources other than the primary service Provider) when identified.

C.5.2.5.11 The Provider shall provide job stabilization services once the person has been determined stabilized on the job by the District consistent with the District's

Supported Employment Policy based on the progress noted during job coaching. A notification of transition to extended services shall be provided to the Provider indicating that job stabilization has been determined. Referral/ authorization for job coaching for stabilization shall be issued to the Provider for this purpose. Job stabilization services shall consider and address the following factors:

C.5.2.5.11.1 The person's knowledge and performance of the essential tasks of the job;

C.5.2.5.11.2 The person's attendance and punctuality within acceptable standards;

C.5.2.5.11.3 The person's social adjustment in the work place; and

C.5.2.5.11.4 The employer's satisfaction with the employee's job performance as well as person's satisfaction with the job and the ongoing support services;

C.5.2.5.11.5 Any other factors as identified during periodic assessment and/or noted in the PCEP.

C.5.2.5.12 The Contractor shall provide on-going support services that must include, at a minimum, twice-monthly monitoring at the work site of each individual in supported employment to assess employment stability. If off-site monitoring is determined to be appropriate, it must, at a minimum, consist of two (2) meetings with the individual and one (1) contact with the employer each month. Ongoing support services may consist of but not limited to the following services:

C.5.2.5.12.1 Any particularized assessment supplementary to the comprehensive assessment of rehabilitation needs;

C.5.2.5.12.2 The provision of job skilled trainers who accompany the individual for intensive job skill training at the work site;

C.5.2.5.12.3 Job development and training;

C.5.2.5.12.4 Social skills training;

C.5.2.5.12.5 Regular observation or supervision of the person;

C.5.2.5.12.6 Follow-up services including regular contact with the employers, persons, the parents,, family members, guardians, advocates or authorized representatives of the persons, and other suitable professional and informed advisors, in order to reinforce and stabilize the job placement;

C.5.2.5.12.7 Facilitation of natural supports at the worksite;

C.5.2.5.13 The Provider shall submit A Letter of Commitment to the VR Specialist if the Letter of Commitment has not been previously submitted due to the extended service Provider not being identified during Intake and Assessment.

C.5.2.5.14 The Provider shall continue to assist persons in improving their understanding and adjustment to employment, personal appearance, occupational behaviors, handling of money and social adjustment at work.

C.5.2.5.15 The Provider shall facilitate integration ~~and~~ of natural supports at the job site.

C.5.2.5.16 The Provider shall implement the plan for fading as indicated in the PCEP.

C.5.2.5.17 The Provider shall make available case documentation and submit the Job Stabilization Progress Report together with a Job Stabilization Service Log (See Appendix C Form 0013) to the VR Specialist.

C.5.2.5.18 The Provider shall negotiate with the employer and develop a Plan to Achieve Competitive Employment for the person who is receiving less than minimum wage and this shall be contained in the Job Stabilization Progress Report.

C.5.2.5.19 The Provider shall develop, complete and submit a Plan for Extended Services Supports (PESS, See Appendix C Form 0016) to the VR Specialist if there will be no funding source for an extended services Provider. It will include at a minimum:

C.5.2.5.19.1 A description of services to be provided by natural supports;

C.5.2.5.19.2 Identify who will provide the planned support services;

C.5.2.5.19.3 Contact information of responsible party if problems arise;

C.5.2.5.19.4 How to make direct contact to obtain help with those problems.

C.5.2.5.20 The Provider shall provide Job Stabilization services until the point of transition to extended services.

C.5.2.5.21 The Provider shall invoice for the Initial Placement under the Supported Employment payment structure upon completion and acceptance of Supported Employment Initial Placement Information form by the VR Specialist and submission of monthly job development reports up until placement once the job seeker is placed.

C.5.2.5.22 The provider shall invoice at the Customized Employment rate found in Section B.4.2 if the SE Initial Placement Report (Appendix C Form 0010) includes the employer verification specifying how the placement was customized for the person utilizing a flexible strategy (to include, but not be limited to whether the position was existing before and how the position was adapted to the needs of the person as substantiated by a position description both in its original and revised forms or whether the position was not existing before and was carved out based on the person's unique strengths, interests, abilities and capabilities as substantiated by a position description developed specifically for the person).

C.5.2.6 **<u>Additional Vocational Rehabilitation Services:</u>**

C.5.2.6.1 **<u>Discovery Assessment</u>**

C.5.2.6.1.1 **Requirement.** The Provider shall gather information from different sources which shall include the job seeker, family members, teacher/s and other people who interact with the job seeker regularly to determine the job seeker's interests, skills, and preferences related to potential employment that guide the development of a customized job. The Provider shall explain the customized employment process and the activities that may be involved in the individualized, customized job development to the job seeker and family.

C.5.2.6.1.2 **Deliverable.** The Provider shall record the information gathered utilizing the Positive Personal Profile (See Appendix C Form 0009) which documents the Discovery Assessment and captures relevant job seeker information to guide customized employment job developers through the process of learning a jobseeker's interests, preferences, skills, talents, experiences, dislikes, and support needs. The Positive Personal Profile shall be submitted within forty-five (45) days of receipt of referral/ authorization for services and shall be the basis for submitting an invoice.

C.5.2.6.1.3 **Referral Source/s.** The Provider shall require concurrence and approval of the VR Specialist as substantiated by the issuance of a referral/ authorization. However, Referral for Discovery Assessment may either be initiated by the VR Specialist or may be recommended by the Provider based on the findings from the Intake and Assessment. Recommendation for Discovery Assessment .

C.5.2.6.1.4 **Process.** The Provider shall utilize the following guidelines to carry out the Discovery Assessment:

C.5.2.6.1.4.1 The Provider shall begin the Discovery process with the job seeker, who should define his/her ideal conditions of employment, learning characteristics, interests, preferences, contributions, task competence, and support needs.

C.5.2.6.1.4.2 The Provider shall observe the job seeker perform activities in a variety of settings, such as the job seeker's home, school, and the neighborhood and community within which the job seeker functions, taking care to document information about the job seeker's interests, support needs, successful support strategies, and performance with notes and pictures.

C.5.2.6.1.4.3 The Provider shall participate with the job seeker in a novel or unfamiliar activity, as well as family activities or routines, documenting with notes and pictures information about the job seeker's interests, performance, successful support strategies, and interactions with others.

C.5.2.6.1.4.4 The Provider shall interview people who know the job seeker well to gather and document information about the job seeker's interests, support needs, and performance in various activities.

C.5.2.6.1.4.5 The Provider shall review relevant records and information available from other sources to learn more about the job seeker.

C.5.2.6.1.5 The Provider shall integrate the information gathered during Discovery Assessment, and revise or complete the Positive Personal Profile with the job seeker. The Provider shall continually update this with information about identified skills and workplace contributions, as well as possible vocational areas of interests (to include self-employment options).

C.2.5.6.2 **<u>Customized Employment</u>**

C.5.2.6.2.1 The Provider shall deliver customized employment services when it is deemed as a suitable job search strategy by the VR Specialist following a Discovery Assessment. The Provider shall receive a referral/ authorization indicating services for customized employment.

C.5.2.6.2.2 **Job Search Planning**. The Provider shall perform job search planning using the information learned about a job seeker in Discovery Assessment to develop a plan for meaningful employment, determine a list of potential employers, and conduct or recommend an analysis of benefits.

C.5.2.6.2.3 The Provider shall develop a plan of employment development activities with the job seeker based on his or her identified employment interest areas, skills, support needs to include a list of potential employers and task list.

C.5.2.6.2.4 The Provider shall discuss with the jobseeker his or her preferences and develop a plan for disclosure of the disability to include timing and manner in which to discuss the disability with the employer.

C.5.2.6.2.5 The Provider shall develop a strength-based portfolio or resume with the job seeker that represents his or her skills and abilities or contributions for potential employers.

C.5.2.6.2.6 The Provider shall make a minimum of three (3) face to face contacts a month with the job seeker in conducting customized employment services.

C.5.2.6.2.7 The Provider shall submit Job Development Progress Report and Job Search Service Log (See Appendix A Form 0002) by the tenth (10th) of the month during the customized employment development phase up until the job seeker is placed: The Job Development Progress Report and Job Search Service Log shall be the basis for submitting invoice for the *first three (3) months,* but the Provider shall continue to submit monthly reports thereafter until the job seeker is placed.

C.5.2.6.2.8 The Provider shall invoice per report for three (3) months consistent with the Supported Employment rates, unless the job seeker is placed in a job within less than three (3) months. The Provider shall not receive more than three months for Job Development Progress Reports. If the job seeker is placed in a job within less than three (3) months, the Provider shall automatically receive payment for the difference between the maximum amount and the amount the Provider has already invoiced for the job seeker.

C.5.2.6.2.9 **Job Development and Negotiation.** The Provider shall work collaboratively with the job seeker, the job seeker's support system and the employer to negotiate a customized job; the provision of supports; and the terms of employment that will match the job seeker's interests, skills, conditions necessary for success and specific contributions to fill the unmet needs of an employer.

C.5.2.6.2.10 The Provider shall present the job seeker to the employer in a manner establishing his or her value to the organization (that is, specifically connect the person's strengths to organization needs).

C.5.2.6.2.11 The Provider shall set up informational interviews with potential employers.

C.5.2.6.2.12 The Provider shall conduct informational interviews and participate in tours of businesses with potential employers to learn about the businesses, their operations, the business cultures, the work environments, and current or anticipated future opportunities and challenges facing each business.

C.5.2.6.2.13 The Provider shall determine potential needs of an employer using information gathered in informational interviews and tours to determine a business need.

C.5.2.6.2.14 The Provider shall identify social networks, strategically enter those networks, and act as a bridge to develop social capital (that is, relationships which can be leveraged to match the jobseeker's interests and strengths) for the jobseeker.

C.5.2.6.2.15 The Provider shall develop a formal or informal customized employment proposal with the job seeker that fills the employer's business need with the jobseeker's contributions.

C.5.2.6.2.16 The Provider shall contact the employer to schedule a customized job development meeting with the employer.

C.5.2.6.2.17 The Provider shall conduct a customized job development meeting with the employer and job seeker to negotiate a customized job description, job supports, and terms of employment (for example, hours, pay).

C.5.2.6.2.18 The Provider shall analyze how to maximize naturally occurring supports, building on the organization's training and development programs to ensure that the job seeker will have adequate on-going support resulting in continuing meaningful employment.

C.5.2.6.2.19 The Provider shall invoice for the Initial Placement under the Supported Employment payment structure upon completion and acceptance of Supported Employment Initial Placement Information form by the VR Specialist and submission of monthly job development reports up until placement once the job seeker is placed.

C.5.2.6.2.20 The provider shall invoice at the Customized Employment rate found in Section B.4.2 if the SE Initial Placement Report (Appendix C Form 0010) includes the employer verification specifying how the placement was customized for the person utilizing a flexible strategy (to include, but not be limited to whether the position was existing before and how the position was adapted to the needs of the person as substantiated by a position description both in its original and revised forms or whether the position was not existing before and was carved out based on the person's unique strengths, interests, abilities and capabilities as substantiated by a position description developed specifically for the person).

C.5.2.6.2.21 The Provider shall continue to deliver services under the Supported Employment payment structure for job coaching and job stabilization until the person's case is transitioned to extended services. Other customized employment post-placement activities may also include but not limited to:

C.5.2.6.2.22 The Provider shall assist the job seeker in reporting benefits and monitoring impact of employment on benefits based on the benefits plan developed during Discovery.

C.5.2.6.2.23 The Provider shall maintain close contact with both the employee and employer during post-employment job training to resolve problems and continue to evaluate performance, work behavior, and production (for example, set up regular meeting schedule).

C.5.2.6.2.24 The Provider shall prepare and maintain employment records.

C.5.2.6.2.25 The Provider shall renegotiate, as needed, with the employer regarding tasks, additional responsibilities, promotion and career advancement increased wages, and support provided after job starts.

C.5.2.6.2.26 The Provider shall support problem resolution processes by coaching the employer and the employee, while respecting the business culture, organizational processes, and policies and procedures.

C.5.2.6.2.27 The Provider shall maintain close contact with the employee and employer during the tenure of employment up until transition to extended services to ensure satisfaction and to quickly resolve issues as they arise.

C.5.2.6.3 **Job Placement- Job Coaching:**

C.5.2.6.3.1 The Provider shall provide job coaching services that are time limited based on identified needs of the person, when ordered. Job Coaching services are not typically provided in Job Placement with the expectation that persons in Job Placement do not require intensive supports as those required by persons in Supported Employment. Hence, job coaching services for the Job Placement program are not automatically provided and are intended only to be a standby service when required because the built-in stabilization supports will not be adequate to address needed supports.

C.5.2.6.3.2 The Provider may conduct time-limited and less intensive job coaching services to persons in need of one-on-one job coaching as requested and/or agreed upon by the VR Specialist, person and/or Employer. The Provider may recommend job coaching based on the information obtained from work observation for at least fifteen (15) business days. Approval for job coaching is contingent on the submission of a Job Coaching Justification, which shall outline the plan and the tasks that require job coaching. The Job Coaching Justification form (See Appendix B Form 0006) shall include the knowledge of job description, skills, abilities, physical demands and other characteristics required to perform those tasks as well as projected frequency and duration of job coaching. The recommendation for job coaching will need to be approved by the VR Specialist (based on the justification) and amended into the IPE. The Provider shall receive a copy of referral/ authorization for job coaching before providing services.

C.5.2.6.3.3 Job Coaching justification shall be submitted at any time but not earlier than fifteen (15) business days from the date of placement. Observation in the work site during this time shall have been conducted to warrant the need for job coaching.

C.5.2.6.3.4 The Provider shall submit monthly Job Stabilization Progress with a Job Stabilization Service Log (See Appendix B Form 0007) reports until authorized services are completed.

C.5.2.6.3.5 The Provider shall assist the person in on-the-job training in work and work-related skills required to perform on the job based on the job task analysis.

C.5.2.6.3.6 The Provider shall ensure that the work site support is intervention-oriented and designed to enhance work performance, modify inappropriate behaviors, re-training as jobs change, and provide ongoing counseling and assistance to ensure job retention.

C.5.2.6.3.7 The Provider shall supervise and monitor the person in the workplace except if the person waives a Job coach.

C.5.2.6.3.8 The Provider shall assist the person to maintain employment such as through the effective use of community resources; break or lunch rooms, transportation systems, mobility training and changing jobs.

C.5.2.6.3.9 The Provider shall consult with the person employer, co-workers or supervisors, as necessary, to address issues that threaten job stability; and

C.5.2.6.3.10 The Provider shall ensure that the person retains the job after employment has been obtained.

C.5.2.6.3.11 The Provider shall facilitate integration and establishment of natural supports at the job site.

C.5.2.6.3.12 The Provider shall ensure that all services provided to persons reflect person-centered planning and thinking with recognition that the person drives the process.

C.5.2.6.3.13 The Provider shall assist persons with improving their understanding and adjustment to employment, personal appearance, occupational behaviors, handling of money and social adjustment at work.

C.5.2.6.3.14 The Provider shall provide job coaching services based on the approved hours in the referral/ authorization.

C.5.2.6.3.15 The Provider shall submit monthly (Job Stabilization Progress report with Job Stabilization Service Log) until authorized job coaching services are completed.

C.5.2.6.4 <u>Support Service Provider (SSP) for Deaf-Blind:</u>

C.5.2.6.4.1 The Provider shall meet with the Deaf Blind person and review documentation provided by VR Specialist.

C.5.2.6.4.2 The Provider shall assess the Deaf Blind person's employment information, interest in doing the job, transportation to and from work and family support. Provider shall identify the Deaf Blind person's disability factors and needs for reasonable accommodations.

C.5.2.6.4.3 The Provider shall provide up to two (2) hours of orientation to the Deaf Blind person on how to use the SSP service.

C.5.2.6.4.4 The Provider shall provide the Deaf Blind person and/or employer a brief explanation about the SSP program.

C.5.2.6.4.5 The Provider shall not interpret between the Deaf Blind person and communicator(s).

C.5.2.6.4.6 The Provider shall collaborate with the sign language interpreter in providing an interpreting service to the Deaf Blind person.

C.5.2.6.4.7 The Provider shall not provide any type of training to the Deaf Blind person. The Provider can collaborate with the job coach in providing training for the Deaf Blind person.

C.5.2.6.4.8 The Provider shall provide both useful and interesting information pertaining to the visual environmental settings, facilitate communication between the Deaf Blind person and individuals, read prints, but are not limited to instructions and policy/procedure manuals at employment.

C.5.2.6.4.9 The Provider shall accompany the Deaf Blind person to and from employment to facilitate regular attendance.

C.5.2.6.4.10 The Provider shall not make a decision for the Deaf Blind person and shall not act in a custodial or guardian role.

C.5.2.6.4.11 The Provider shall not exceed fifteen (15) hours per week of providing a SSP service to the Deaf Blind person.

C.5.2.6.4.12 The Provider shall notify VR Specialist on the Deaf Blind person's progress via reports after providing the service.

C.5.2.6.5 **<u>Trial Work Experience:</u>**

C.5.2.6.5.1 The Provider shall review and evaluate the referral to determine necessary and appropriate supports and coordinate with the District in the provision of these supports to include assistive technology devices and services and personal assistance services, to accommodate the rehabilitation needs of the person during the trial work experience.

C.5.2.6.5.2 The Provider shall identify and set-up the trial work experience in competitive integrated employment to the maximum extent possible consistent with the person's informed choice and rehabilitation needs that is conducive to the assessment of the person's unique strengths, abilities, capabilities, and capacity to perform in realistic work situations.

C.5.2.6.5.3 The Provider shall ensure that the trial work experience is of sufficient variety and over a sufficient period of time. Trial work experiences include supported employment, on the job training or other experiences using realistic work settings.

C.5.2.6.5.4 The Provider shall set-up at least three (3) work sites or positions for trial work to satisfy the requirement for sufficient variety and the opportunity to try different employment experiences. It can be simultaneous or happening within the same time frame (for example, working as a bagger in the grocery in the morning and stocker in the afternoon or alternate days in the same grocery) or one (1) after the

other. The trial work must be a paid work experience to be consistent with a competitive integrated employment.

C.5.2.6.5.5 The Provider shall identify the person's level of employability by focusing on the identification of the person's abilities, needs, unique strengths and barriers to employment for the purpose of providing information to choose an employment goal during the trial work experience,.

C.5.2.6.5.6 The Provider shall conduct trial work to determine if the person is capable of working and shall address the following areas:

C.5.2.6.5.6.1 Strength and endurance (including mobility and physical limitations);

C.5.2.6.5.6.2 Challenging behaviors/ social interaction skills;

C.5.2.6.5.6.3 Time management skills;

C.5.2.6.5.6.4 Functional limitations;

C.5.2.6.5.6.5 Communication skills;

C.5.2.6.5.6.6 Effects of medication on functioning;

C.5.2.6.5.6.7 Performance of essential job duties (ability to follow directions, quality to work and attention to detail);

C.5.2.6.5.6.8 Special or required accommodation (such as need for job coach, assistive technology or special schedule)

C.5.2.6.5.7 The Provider shall document and report the type of trial work, name of the company and contact information, position or type of work attempted, responsibilities of the position, time spent at the job site, available accommodations at the job site and hourly wages to the VR Specialist by completing a baseline Trial Work Evaluation Report (TWER, See Appendix C Form 0015) and a signed service log ideally after a twenty (20) hour assessment period. In the event that the trial worker is unable to complete twenty (20) hours of assessment within a month, the Provider shall complete and submit the baseline TWER based on the number of assessment hours spent no later than a month from when the trial work started.

C.5.2.6.5.8 The Provider shall submit **S**ubsequent progress reports utilizing the same template (Trial Work Evaluation Report See Appendix C Form 0015) to the VR Specialist for ideally every twenty (20) hours of assessment. In the event that the trial worker is unable to complete twenty (20) hours of assessment within a month, the Provider shall complete and submit the progress reports based on the number of assessment hours spent no later than one (1) month from the time the baseline report was submitted. The Provider shall continue this process until the VR Specialist has sufficient information to determine if the person can or cannot benefit from VR services. The Provider shall report to the VR Specialist even if the person only attended once during the month scheduled for trial work or not at all. Either way this is indicative of the person's capacity to engage in work or an intervention may be necessary.

C.5.2.6.5.9 The Provider shall report the following types of information about each person:

C.5.2.6.5.9.1 The feasibility of the specific vocational interest attempted during trial work;

C.5.2.6.5.9.2 The nature and intensity of support service (including natural supports) required by the person;

C.5.2.6.5.9.3 The person's job duty restrictions;

C.5.2.6.5.9.4 Whether job modifications are needed by the person;

C.5.2.6.5.9.5 Whether the person requires post-employment training;

C.5.2.6.5.9.6 The anticipated level of intervention and the best job match for the person;

C.5.2.6.5.9.7 Whether the person has skills necessary to complete specific job needs;

C.5.2.6.5.9.8 Whether the person has a capacity to work in an integrated competitive work setting.

C.5.2.6.5.10 The Provider shall document each trial work site or position utilizing separate reports. For example, if trial work is being conducted in two (2) work sites or two (2) positions in the same worksite, two (2) separate reports shall be completed and submitted to distinguish the trial worker's performance in the different work sites or positions.

C.5.2.6.6 **<u>Job Readiness Training (formerly Work Adjustment Training):</u>**

C.5.2.6.6.1 **General Coverage.** Job Readiness Services include components that enable the eligible person to successfully develop the following individual capacities for achieving and maintaining employment: work behaviors, social skills in the work setting, effective communication, accepting supervision, problem solving, grooming and hygiene, goal setting and work tolerance. Other areas of concern may also be addressed including work-related daily living skills, disability awareness, customer service, work traits and work ethics, which may be provided as part of IPE development. These services may be delivered in a community-based facility or, where possible, in an integrated community setting.

C.5.2.6.6.2 **Job Readiness 1: Soft-Skills Development.** This service is a defined set of activities that lead to the acquisition of specific "soft" skills by the person. They are primarily focused on tasks such as learning acceptable work and social conduct in the workplace, the culture of the workplace, preparing a resume, motivation for work and maintaining a job, and other skills such as, but not limited to, work-related daily living skills, disability awareness, grooming, transportation and home health management that are applicable across a variety of employment settings.

C.5.2.6.6.2.1 The Provider shall develop a course outline and lesson plans for each session. The lesson plans must include a description of specific resources used, such as guest speakers, books, films or field trips.

C.5.2.6.6.2.2 The Provider's curriculum shall cover and must assist the eligible person in:

C.5.2.6.6.2.2.1 Developing socially acceptable behavior;

C.5.2.6.6.2.2.2 Developing or restoring confidence in self and others; and

C.5.2.6.6.2.2.3 Understanding motivation and behavior in self and others.

C.5.2.6.6.2.3 The Provider may opt to follow or pattern their training after the Department of Labor Office of Disability and Employment Policy's (DOL-ODEP) Soft Skills to Pay the Bills – Mastering Soft Skills for Workplace Success.

C.5.2.6.6.2.4 The Provider's training may include, but not limited to, the following areas with the expected outcomes:

C.5.2.6.6.2.4.1 Travel training – demonstrates ability to use transportation to access one (1) or more specific locations.

C.5.2.6.6.2.4.2 Socially appropriate behavior skills training – demonstrates appropriate behavior in selected setting on a routine basis.

C.5.2.6.6.2.4.3 Daily living skills – demonstrates skills necessary to function independently (food preparation, homemaking, etc.).

C.5.2.6.6.2.4.4 Communication Skills - communicating honestly and clearly, related to authority figures, co-workers, peers, demonstrating appropriate phone etiquette, interacting and cooperating appropriately with groups. For the Deaf - understanding hearing culture, how to relate to hearing co-workers, peers, and authority figures, use of alternative communication skills/ assisting listening devices.

C.5.2.6.6.2.4.5 Grooming – demonstrate appropriate grooming skills and hygiene for work setting.

C.5.2.6.6.2.4.6 Problem Solving - provides appropriate solutions to pre-identified work related barriers.

C.5.2.6.6.2.4.7 Goal Setting - demonstrates understanding of realistic goals/objectives.

C.5.2.6.6.2.4.8 Time Management – demonstrating effective time scheduling, understands the importance of punctuality and attendance, meeting deadline, scheduling appointments appropriately.

C.5.2.6.6.2.4.9 Self Concept/Self motivational skills training - demonstrates understanding of personal assets, skills, and abilities.

C.5.2.6.6.2.4.10 Banking, Financial/Money Management - demonstrates an understanding of basic budgeting, banking services and the responsible use of credit.

C.5.2.6.6.2.4.11 Work Traits/Work ethics - demonstrates appropriate attendance/tardiness record, relates well with co-workers and supervisors, recognizes "quality" work, competes appropriately.

C.5.2.6.6.2.4.12 Conflict resolution - demonstrates ability to cope with and appropriately resolve work related conflicts.

C.5.2.6.6.2.4.13 Disability awareness - demonstrates ability to explain one's disability and offer solutions to disability related problems in an employment setting.

C.5.2.6.6.2.5 The Provider shall conduct the soft skills training service in a group with a minimum of four (4) but not to exceed twelve (12) persons and invoice at a rate of per person per day in a group setting, where one (1) training day is equivalent to six (6) hours. The training shall not exceed twelve (12) days or a total of seventy-two (72) hours spread across six (6) weeks which can be broken down to smaller chunks of training time as long as it can be added up to or is divisible by six (6) hours so a training day can be payable. For example, the schedule can be two (2) days a week with six (6) hours per day or three (3) days a week with six (6) hours per day on a Saturday and two (2) classes of three (3) hours each during weekdays.

C.5.2.6.6.2.6 The Provider shall make soft skills training available to start every month for every batch. The provider shall furnish the District with the training syllabus or course outline and a set schedule of training start dates so VR Specialists can anticipate which batch their referred person can join and plan accordingly.

C.5.2.6.6.2.7 The Provider shall coordinate with secondary schools to provide training to transition-aged youth in the school setting based on agreements established by the District with the schools.

C.5.2.6.6.2.8 The Provider shall submit the Job Readiness Attendance Report (See Appendix A Form 0003) per each person every three (3) weeks (or halfway through the six (6) week training) which shall be the basis for submitting an invoice or in the case of drop-outs, after the last contact with the person. Such reports shall indicate the type of services provided and the person’s progress acquiring soft skills, which will support the development of an employment goal.

C.5.2.6.6.3 **Job Readiness 2: Transitional Work Experience.** This service is designed to enlist the assistance of a community service provider to aid in securing an employer-based paid work experience opportunity for persons referred by the District. This service is designed to provide the District participants with real work experiences and opportunities to network in actual business environments consistent with their employment goals.

C.5.2.6.6.3.1 The Provider shall assist the VR general population and transition-aged youth through the provision of pre-employment, employment and related services.

C.5.2.6.6.3.2 The Provider's objective of the service shall be to prepare persons referred to the program for successful long term employment consistent with their unique strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice (employment factors).

C.5.2.6.6.3.3 The provider shall review the referral packet to determine the best transitional work experience match for the person based on his or her employment factors and the identified IPE goal. Transitional Work Experience shall be developed in a competitive integrated setting.

C.5.2.6.6.3.4 The Provider's Transitional Work Experience may include but not be limited to internship, work try-out or work-based learning experience. The provider shall have established relationships or partnerships with potential employers and businesses where they can place the persons referred to the program.

C.5.2.6.6.3.5 The Provider may use the Transitional Work Experience as a standalone service when there is an available placement or in combination with job placement, job coaching services or soft skills training depending on the needs of the person.

C.5.2.6.6.3.6 The provider may deliver job development as part of this service and shall be responsible for setting up the work experience, monitoring the person's progress and making the arrangements for required paperwork with the employer when an available placement is not suitable for the person's needs and for the most appropriate trial transitional work-experience match, Job development should not exceed two (2) weeks with a maximum of fifteen (15) hours per week.

C.5.2.6.6.3.7 The Provider's Transitional work opportunities shall be negotiated by providers with public or private entities.

C.5.2.6.6.3.8 The Provider's Transitional work programs must ensure that the following issues are addressed:

C.5.2.6.6.3.8.1 Adequate worksite supervision and training are provided;

C.5.2.6.6.3.8.2 Reasonable job and worksite accommodations are considered and used;

C.5.2.6.6.3.8.3 Existence of a safe and healthy worksite is confirmed;

C.5.2.6.6.3.8.4 Appropriate safety training and apparatus are provided;

C.5.2.6.6.3.8.5 Physical accessibility is confirmed;

C.5.2.6.6.3.8.6 Transportation accessibility;

C.5.2.6.6.3.8.7 **C**ompetitiveness of work tasks and demands are reviewed;

C.5.2.6.6.3.8.8 Workplace culture is identified and considered for appropriateness.

C.5.2.6.6.3.9 The Provider's Transitional work experience may between fifteen (15) - twenty (20) hours per week and can be authorized for thirty (30), sixty

(60) or ninety (90) calendar days depending on the need, ability and availability of the person.

C.5.2.6.6.3.10 The Provider shall pay the person in the transitional work experience Washington DC minimum wage and request reimbursement from the District for the wages and Worker's Compensation. The Provider must submit a completed time and attendance sheet verified by the supervisor at the transitional work experience site to the District as a basis for paying the wages.

C.5.2.6.6.3.11 The provider shall invoice at the additional vocational service rates shown in Section B for provision of services which may include but not limited to:

C.5.2.6.6.3.11.1 Setting up the work experience site for the person;

C.5.2.6.6.3.11.2 Arranging for accommodations and/or providing disability awareness training at the work experience site;

C.5.2.6.6.3.11.3 Job Development;

C.5.2.6.6.3.11.4 Providing reinforcement and supports during skill training and for the duration of the work experience;

C.5.2.6.6.3.11.5 Job Coaching services.

C.5.2.6.6.4 **Reporting requirement**. The provider shall submit a Job Stabilization Progress Report (See Appendix B Form 0007) every thirty (30) days together with a Job Stabilization Service Log that documents the dates and time that services and supports were provided. This shall be the basis for submitting an invoice.

C.5.2.6.6.4.1 The provider shall invoice the District for a placement fee consistent with the Job Placement or Supported Employment rate if the work experience results in paid employment whereby the employer decides to hire the person after the completion date (depending upon the program the person is placed) upon submission of the Placement Information Report (for Job Placement) or SE Initial Placement Report (for Supported Employment).

C.5.2.6.6.4.2 The Provider shall agree that any additional services required after placement shall be identified and paid corresponding to the rates and conditions established for either Job Placement or Supported Employment Services.

C.5.2.6.6.4.3 The Provider may provide more than one (1) instance of transitional work experience to one (1) person or participant for varying exposure and opportunities but each person should not participate more than three (3) times in in transitional work experience.

C5.3 Provider Requirements:

C.5.3.1 <u>General Requirements:</u>

C.5.3.1.1 The Provider shall maintain complete written job descriptions covering all positions within the Provider's program, which shall be included in the Provider's application. Job descriptions shall include education, experience and/or licensing certification criteria, description of duties and responsibilities, hours of work, salary range and performance evaluation criteria. When hiring staff, the Provider shall obtain and document written work experience and personal references, which shall be available for review upon request by DDS or other investigative or enforcement agencies.

C.5.3.1.2 The Provider shall maintain/provide a current organizational chart, which displays organizational relationships and demonstrates who has responsibility for administrative oversight and clinical supervision over each Human Care Agreement (HCA) activity/staff member.

C.5.3.1.3 The Provider shall describe the frequency, duration and methods of supervisory oversight of staff.

C.5.3.1.4 The Provider shall notify the contracting administrators in writing of any changes in staffing patterns, job descriptions, or personnel within ten (10) business days.

C.5.3.1.5 The Provider shall ensure each specialists, employees, and sub-contractors having potential to serve persons with disabilities who are seventeen (17) years or younger referred under this contract completes a background clearance check inclusive of the Federal Bureau of Investigation (FBI)(updated biennially), Child Protection Registry (updated annually); and Jurisdictional Police Department Check in which the applicant resided during the last five (5) years prior to employment consideration; and if different, the District of Columbia Metropolitan Police Department and service jurisdiction.

C.5.3.1.6 The Provider shall submit to the CA documentation that all direct and indirect staff, including consultants, be free of communicable diseases and meet the criminal background check requirements of the jurisdiction where the facility is located.

C.5.3.1.7 The Provider shall maintain an individual personnel file for each staff person, which contains an application for employment, professional and personal references, applicable credentials/certification, records of local jurisdiction required medical examinations, personnel actions including time records, documentation of all training received, notation of any allegations of professional or other misconduct and Provider's action in response to the allegations and the date and reason if an employee is terminated from employment. All personnel materials shall be made available to the CA designated in the HCA Notice of Award Letter or task orders upon request.

C.5.3.1.8 The Provider shall maintain documentation that each staff person possesses adequate training to perform the duties for which he or she is assigned. Staff person(s) shall meet all applicable requirements for certification and/or licensing and shall be adequately trained to perform required duties.

C.5.3.1.9 The Provider shall conduct orientation sessions for all staff members with respect to administrative procedures, program goals, policies, and practices to be adhered to under this HCA.

C.5.3.1.10 The Provider shall attend all orientation sessions provided by the District for all staff members with respect to administrative procedures, program goals, policies, and practices to be adhered to under this HCA.

C.5.3.1.11 The Provider shall deliver culturally competent services that ensure staff persons understand and are familiar with the person's culture, reinforce positive cultural practices, and acknowledge and build upon ethnic, socio-cultural and linguistic strengths. The Provider shall make every effort to employ staff representative of the District's referral population.

C.5.3.1.12 The Provider shall deliver linguistically competent services through staff persons or contractors who are fluent in language spoken by the persons with disabilities being referred by the District. These services can be provided through the use of other available resources (to include, but not be limited to adaptive equipment, and others). These services include, but are not being limited to, the Provider's ability to communicate and serve persons identified as deaf, hard of hearing, deaf-blind, visually impaired, blind, Spanish speaking and other languages spoken.

C.5.3.1.13 The Provider's service environment shall offer wheelchair, public transportation, language, and other accessibility features for ease of use by persons with determined disabilities accepted for assigned services.

C.5.3.1.14 The Provider shall ensure its office and any building locations selected to deliver contractual services include multiple ingress/egress routes and comport with fire and building safety codes set forth by the Federal, state, and local jurisdictions where the service(s) are offered, and the District of Columbia, whichever is higher.

C.5.3.1.15 The Provider shall maintain and make available to the District its documentation to demonstrate compliance with service location requirements, Certificate of Occupancy, Emergency Evacuation/Drilling, and other requirements.

C.5.3.2 <u>Provider and Staff Qualifications</u>:

C.5.3.2.1 The Provider shall provide sufficient staff qualified to perform the services required in this Section C. The Provider shall provide the following staff positions with qualifications as follows:

C.5.3.2.1.1 Program Manager/Program Coordinator – A Master's degree in Rehabilitation (preferred) with two (2) years direct experience in Rehabilitation services or a Master's degree in social science with two (2) years direct experience in a related field or Bachelor's degree in a related field with four (4) year experience in related field.

C.5.3.2.1.2 Work Adjustment Trainer/Coordinator – Bachelor's Degree in vocational rehabilitation or related field. OR an Associate's degree or sixty (60) college credits in a related field and two (2) year experience in service delivery to individuals with disabling conditions. Background includes a varied and successful work history in competitive employment settings and possesses knowledge of employer expectations of performance and workplace behaviors. Four (4) year experience in providing vocational services to persons who have disabling conditions or other significant barriers to employment and knowledge of the local job market may be substituted for education;

C.5.3.2.1.3 Vocational Trainer/Instructor – Bachelor's Degree in vocational rehabilitation or a related field. OR an Associate's degree or sixty (60) college credits and two (2) year experience in service delivery to individuals with disabling conditions. Four (4) year experience in service delivery to individuals with disabling conditions may be substituted for education;

C.5.3.2.1.4 Employment or Placement Specialist – Bachelor's Degree in a field of study reasonably related to vocational rehabilitation, social work, psychology, disability studies, business administration, human resources, special education, supported employment, customized employment, economics, or another field that reasonably prepares individuals to work with persons with disabilities and employers and/or a possesses Job Placement Specialist certificate. A varied and successful work history in competitive employment settings and possesses knowledge of employer expectations of performance and employee behaviors as well as knowledge of the local job market. The specialist shall also have demonstrated paid or unpaid experience, for not less than one (1) year consisting with direct work with persons with disabilities in a setting such as an independent living center, direct service or advocacy activities to provide such individual with experience and skills in working with persons with disabilities or direct experience as an employer, as a small business owner, or other experience in supervising employees, training, or other activities that provide experience in competitive integrated employment environments. Four (4) years of qualifying experience in providing direct services beyond routine personal care or supervision to individuals with disabilities in a rehabilitation program or facility, or providing vocational and educational services to persons with disabilities may be substituted for education; and

C.5.3.2.1.5 Job Coach – Bachelor's Degree in vocational rehabilitation or a related field or a job placement Specialist certificate; or an Associate's degree or sixty (60) college credits and two (2) year experience in service delivery to individuals with disabling conditions can be accepted. Four (4) year experience in providing employment-related services to persons who have a disabling condition and knowledge of the local job market may be substituted for education. The job coach must demonstrate the following:

C.5.3.2.1.5.1 A varied and successful work history;

C.5.3.2.1.5.2 Considerable knowledge of employer's expectations;

C.5.3.2.1.5.3 The ability to work successfully with a variety of persons with disabilities and employers;

C.5.3.2.1.5.4 The ability to analyze a job and reduce it to manageable components;

C.5.3.2.1.5.5 If providing services to Deaf and Hard of Hearing persons or persons with hearing loss, proficiency in expressive and receptive sign language communication with Deaf and Hard of Hearing persons or persons with hearing loss.

C.5.3.2.2 Benefits Planner (Counselor) – Minimum of a Bachelor's Degree in Human Services or related field; and fully Certified Community Work Incentive Coordinator through the Social Security Administration; minimum of three (3) to four (4) years working with individuals with disabilities.

C.5.3.2.3 Support Service Provider- Have at least a bachelor's degree from an accredited college or university, preferably a degree in social work, counseling, deaf education, rehabilitation counseling, psychology, public administration or other related field. Relevant support service provider skills and qualifications include; but are not limited to, the following:

C.5.3.2.3.1 Possess knowledge and training on Deafness, Blindness/Visual Impairment, Deaf Blindness and Hearing Loss, including, but not limited to, language and culture of Deaf persons, and social-emotional aspect of losing hearing or vision.

C.5.3.2.3.2 Possess a minimum of two (2) years of experience in providing direct services to the Deaf-Blind person.

C.5.3.2.3.3 Demonstrate positive interpersonal skills, professional judgment and negotiation skills. Demonstrate no criminal record as verified by a background check.

C.5.3.2.3.4 Demonstrate effective communication skills sufficient to understand the Deaf Blind person's expressed needs and provide appropriate service to the Deaf Blind person's preferred mode of communication, including American Sign Language (ASL), exact English and other services as necessary.

C.5.3.2.3.5 Shall possess a driver license and insurance if driving the Deaf Blind person to a desired destination.

C.5.4 **<u>Additional Requirements for Staff Qualifications</u>:**

C.5.4.1 The Provider shall disclose, with discretion, **i**nformation related to staff qualification and credentials to Contract Administrators (CA) for review and approval. When the CA approves the documents, the CA will pass on the documents to VR Specialist/ staff for consideration in the informed choice of the people they are serving. The Provider should not place personal information (to

include, but not be limited to home address, phone number and other identifying information) on resumes.

C.5.4.2 The provider shall maintain evidence of completion of a professional development course that will satisfy a Basic Employment Certificate or comparable as required by the Association of Community Rehabilitation Educators (ACRE). In addition to the requirements stated above, all staff working directly with persons with disabilities particularly in job development and placement , the following topic areas should be covered by the course or training and obtained within a year:

C.5.4.2.1 Application of Core Values and Principles to Practice or Federal Policy and Historical Perspective required four (4) hours

C.5.4.2.2 Individualized Assessment and Employment/ Career Planning or Customer Profile and Employment Selection required six (6) hours

C.5.4.2.3 Community Research and Job Development or Organizational Marketing and Job Development required five (5) hours

C.5.4.2.4 Workplace and Related Supports or Job-Site Training required ten (10) hours

C.5.4.2.5 Others (Specific Disabilities, Long Term Support, Funding, Benefits Counseling etc.) required ten (10) hours

C.5.4.2.6 The total hours of these services are forty (40) hours.

C.5.4.2.7 Training requirement for C.5.2.3.2 may be waived if staff possesses a National Certificate in Employment Services or is a Certified Employment Support Professional.

C.5.4.3 Providers shall ensure that their personnel have a 21st century understanding of the evolving labor force and the needs of persons with disabilities by making them possess specialized training and experience that would enable them to work effectively with persons with disabilities, to assist them to achieve competitive integrated employment and with employers to hire such individuals. Relevant personnel skills include; but are not limited to, the following:

C.5.4.3.1 Understanding the medical and psychosocial aspects of various disabilities;

C.5.4.3.2 Assessing a person's skills and abilities to obtain and retain competitive integrated employment and establishing a plan to meet the person's career goals;

C.5.4.3.3 Counseling, case management, and advocacy to modify environmental and attitudinal barriers;

C.5.4.3.4 Understanding the effective utilization of rehabilitation technology;

C.5.4.3.5 Developing effective relationships with employers in the public and private sectors and

C.5.4.3.6 Delivering job development and job placement service that responds to today's labor market.

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 (to include, but not be limited to, persons with disabilities' 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 disabilities' case, including reports on discipline, actual or alleged victimization by any other person(s) and a description of action taken by the Provider;

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

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

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

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

D.2.12 Closure Summary.

D.3 **REPORTS**

D.3.1 The Provider shall submit the following reports to the VR Specialist and copy to CA as described in Section G.3 Deliverables:

FORM/ LETTER	JP	SE
Intake Summary and Assessment Report (ISAR) (Appendix A Form 0001)	X	X
Job Development Progress Report Job Search Log (Appendix A Form 0002)	X	X
Job Readiness Attendance Report (Appendix A Form 0003)	X	X
Person-Centered Employment Plan (Appendix A Form 0004)	X	X
Placement Information Report (Appendix B Form 0005)	X	
Job Coaching Justification (Appendix B Form 0006)	X	
Job Stabilization Progress Report (Appendix B Form 0007)	X	
Job Stabilization Closure Report (Appendix B Form 0008)	X	
Personal Positive Profile (Appendix C Form 0009)		X
SE Initial Placement Report (Appendix C Form 0010)		X
Job Coaching – day 30 (Appendix C Form 0011)		X
Job Coaching Progress Report (Appendix C Form 0012)		X
Supported Employment Job Stabilization Progress Report (Appendix C Form 0013)		X
Letter of Commitment (Appendix C Form 0014)		X
Trial Work Experience Report (TWER) (Appendix C Form 0015)		X
Plan of Extended Services and Supports (Appendix C Form 0016)		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 disabilities of the services or otherwise as to the provision of these services or treatment to any other stakeholder(s) connected with the provision of services under this Agreement, except upon the written referral/ authorization of the individual referral, in the case of a minor, the custodial parent or legal guardian of the individual referral; subpoena and/or court order. The Provider Employment Specialists and those working directly with minor shall not have criminal records and a copy of their back group checks are to be forwarded to the District Contract Administrator and a copy placed in their personal file with that particular Provider.

D.5 HIPAA PRIVACY COMPLIANCE

D.5.1 The Health Insurance Portability and Accountability Act (HIPAA), was amended January 17, 2013 by the U.S. Department of Health and Human Services (HHS) in its release of the Final Omnibus Rule to increase HIPAA privacy and security protections by implementing provisions of the Health Information Technology for Economic and Clinical Health Act (HITECH Act) and Genetic Information Nondiscrimination Act of 2008 (GINA).

SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for this contract shall be governed by clause ***clause number six (6), Inspection of Services*** of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

E.2 **MONITORING: EMPLOYMENT RATING**

E.2.1 Provider will begin providing service no later than ten (10) business days following the award date. The Provider's employment rate is being observed and documented by CA, QA Monitor and the District employees.

E.3 **QUALITY ASSURANCE/PERFORMANCE STANDARDS**

E.3.1 The Provider shall permit the District Office of Quality Assurance and Compliance Monitor(s) (OQACM) to have full access (during District of Columbia business hours) to review its program records, facilities and other materials used during the delivery of services required by this agreement.

E.3.2 The Provider shall grant admittance to the OQACM at its administrative and program service locations to facilitate completion of announced and unannounced monitoring activities that support collection of information and reporting of findings regarding:

E.3.2.1 The Provider's achievement of standards outlined within the attached Provider Program Performance & Compliance Review Instrument (See Appendix C Form 0017) incorporated by attachment to this agreement;

E.3.2.2 The Provider's overall program effectiveness and efficiency;

E.3.2.3 Consumer satisfaction survey results of the Provider's service delivery;

E.3.2.4 The Provider's program record documentation (to include, but not be limited to, Personnel, Consumer, Emergency Drills, Consumer Services, Facility Inspections, Accreditation, etc.);

E.3.2.5 The Provider's adherence to applicable policies/procedures incorporated by reference to this agreement (see C.2.2 Applicable Documents);

E.3.2.6 The Provider's status of completing items the OQACM cites as "unmet" during a monitoring review; and

E.3.2.7 The quality and accessibility of the Provider's program space and/or other resources.

E.3.3 The OQACM shall forward to the Provider within 10 business days of the monitoring visit, a Preliminary Report summarizing the results of the visit.

E.3.4 The report shall inform the Provider of any corrective actions the Provider shall be required to make in order to comply with the terms of the HCA.

E.3.5 If the Provider disagrees with any of the findings noted in the Preliminary Report, the Provider shall within 10 business days provide the OQACM with documents and/or documentation supporting the Provider's position.

E.3.6 Within 10 business days of receipt of any additional documentation, or if the Provider does not respond to the Preliminary Report, the OQACM shall issue a Final Report inclusive of any outstanding findings requiring a Provider Improvement Plan (PIP, See Appendix D Form 0018).

E.3.7 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.3.8 The Provider shall have and sustain a quarterly program evaluation system (Quality Assurance System) designed to assess and report aggregate data on the effectiveness of its services to persons with disabilities. The system shall at a minimum incorporate collection and reporting of objective quantitative and qualitative program outcome data related to Consumers' achievement of IPE and IWP goals and its strategies for goal improvement. **(*Note: The resulting quarterly Quality Assurance System report required by this section <u>is not</u> synonymous with Reports required by section C. of this agreement*).**

E.3.9 The Provider's method of program evaluation shall minimally include the following factors:

E.3.9.1 Program Goals

E.3.9.2 Service Objectives

E.3.9.3 Outcomes

E.3.9.4 Measures

E.3.9.5 Person's Satisfaction

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF HCA

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

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this HCA for a period of four (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 contract.

F.2.4 The total duration of this contract, 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:

Item No.	Deliverable	Quantity	Format and Method of Delivery	Due Date
1	Intake Summary and Assessment Report (ISAR) (Appendix A Form 0001)	1	E-mail to the VR Specialist, template provided.	Within fifteen (15) business days after the first appointment with the referred person
2	Job Development Progress Report Job Search Log (Appendix A Form 0002)	1	E-mail to the VR Specialist, template provided.	Submit no later than the tenth (10th) day of each

				month until placement. The Report shall be submitted to the VR Specialist who referred the case to the Provider and to the Contract Administrator (CA).
3	Job Readiness Attendance Report (Appendix A Form 0003)	2	E-mail to the VR Specialist, template provided.	Submitted twice – first is due halfway through the training and the second is due after completion of training
4	Person-Centered Employment Plan (Appendix A Form 0004)	3	Email to the VR Specialist, template provided.	Submit PCEP to the VR Specialist within fifteen (15) business days after the first appointment with the referred person and submitted together with the ISAR
5	Placement Information Report (Appendix B Form 0005)	1	Email to the VR Specialist, template provided.	Within 2 business days of job offer when employment information is obtained and before start date
6	Job Coaching Justification (Appendix B Form 0006)	1	E-mail to the VR Specialist, template provided.	Submit no later than the tenth (10th) day of each month
7	Job Stabilization Progress Report (Appendix B Form 0007)	1	E-mail to the VR Specialist, template provided.	Submit no later than the tenth (10th) day of each

				month
8	Job Stabilization Closure Report (Appendix B Form 0008)	1	E-mail to the VR Specialist, template provided.	Submit no later than the tenth (10th) day of each month
9	Personal Positive Profile (Appendix C Form 0009)	1	E-mail to the VR Specialist, template provided.	Submit no later than the tenth (10th) day of each month
10	SE Initial Placement Report (Appendix C Form 0010)	1	E-mail to the VR Specialist, template provided.	Submit no later than the tenth (10th) day of each month
11	Job Coaching – day 30 (Appendix C Form 0011)	3	E-mail to the VR Specialist, template provided.	Submit no later than the 30th day from date of placement. The Report shall be submitted to the VR Specialist
12	Job Coaching Progress Report (Appendix C Form 0012)	At least 3	E-mail to the VR Specialist, template provided.	To be submitted on the sixtieth (60th) day of job coaching and thereafter until stabilization has been determined
13	Supported Employment Job Stabilization Progress Report (Appendix C Form 0013)		E-mail to the VR Specialist, template provided.	Submit no later than the tenth (10th) day of each month
14	Letter of Commitment (Appendix C Form 0014)	1	E-mail to the VR Specialist, template provided.	Within fifteen (15) business days after the job stabilization
15	Trial Work Evaluations Report (TWER) / Trial Work Service Log (Appendix C Form 0015)	1	E-mail to the VR Specialist, template provided.	Within fifteen (15) business days after the completion of assessment
16	Plan of Extended Services and Supports (Appendix C Form 0016)	1	E-mail to the VR Specialist, template provided.	Submitted together with the Supported

				Employment Job Stabilization Report when there is no paid Provider for extended service
17	Organizational Chart	1	E-mail to the Contract Administrator	Submit to the CA within five (5) working days of the organizational change.
18	Returned referral packet	1	E-mail to the VR Specialist	Submit to the VR Specialist and the CA within one (1) day after the Provider makes a decision to not work with person with disabilities.
19	The Provider's comprehensive performance report	1	E-mail to the Contract Administrator	Submit no later than the tenth (10th) day of each month.
20	Unusual Incident Report	3	Telephone call to the CA immediately upon the Provider's knowledge of the incident, followed by: Send an email to the VR specialist, the report shall include: • Person with disabilities' Name • Detailed account of the incident • Manor in which the incident is being resolved or has been resolved.	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.

21	Benefits Summary and Analysis	1	E-mail to the VR Specialist, template provided.	Within fifteen (15) business days after the completion of the service
22	Benefits Employment Management Report	1	E-mail to the VR Specialist, template provided.	Within fifteen (15) business days after the completion of the service

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 VR Specialist 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 disabilities 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 VR Specialist. If the Provider fails to provide the required evaluation as in the specified terms and conditions, the Provider shall not charge the District.

SECTION G: CONTRACT ADMINISTRATION

G.1 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
6h 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 VR Specialist.

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:

a) the 3rd day after the required payment date for meat or a meat product;
b) the 5th day after the required payment date for an agricultural commodity; or
c) 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 **<u>Payments to Subcontractors</u>**

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:

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

b) Notify the District and the subcontractor, in writing, of the Provider's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

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

a) the 3rd day after the required payment date for meat or a meat product;

b) The 5th day after the required payment date for an agricultural commodity; or

c) 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

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

Ms. Monica Brown
Telephone (202) 730-1861
Email Address: Monica.Brown4@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 ADMINSTRATOR (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 CA will be designated in the award:

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

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Provider;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the 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.1.2 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 **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 HI.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 **<u>SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.</u>**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of l973, 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 <u>Subcontractor Standards</u>

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 <u>Enforcement and Penalties for Breach of Subcontracting Plan</u>

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 <u>DISTRICT RESPONSIBILITIES</u>

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.

B. **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.

C. **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.

D. **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)

E. **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 <u>Consent to Subcontracts</u>

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.

F. **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.

G. **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.

H. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

I. **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.

J. **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.

K. **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

L. **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) Contractor's Proposal

(3) The Government of the District of Columbia Standard Contract Provisions for Use with District of Columbia Government Supply and Services dated March 2007.

(4) Department on Disability Services Policies and Procedures

(5) The Human Care Agreement Contractor Qualifications Record.

(6) The Task Order with sufficient funding under a Purchase Order.

I.11 Contracts in Excess of One Million Dollars

Any contract in excess of $l,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	Standard Contract Provisions
J.2	U.S. Department of Labor Wage Determination No. 2005-2103, Revision 15, dated 12/22/2014
J.3	Way to Work Amendment Act of 2015- Living Wage Notice
J.4	Way to Work Amendment Act of 2015 - Living Wage Fact Sheet
J.5	Contactor Qualification Record (CQR) with attachments available at www.ocp.dc.gov click on "Solicitation Attachments
J.6	Bidder/Offeror Certifications available at www.ocp.dc.gov click on "Solicitation Attachments
J.7	**DDS HIPAA BUSINESS ASSOCIATE COMPLIANCE (August 2013)**
J.8	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.9	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on "Solicitation Attachments"

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 HCA AWARD

L.1.1 Most Advantageous to the District

The District intends to award ***multiple HCAs*** resulting from this solicitation to the responsible offeror**[s]** whose offer**[s]** conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

The District may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint technical and other factors.

L.2 PROPOSAL ORGANIZATION AND CONTENT

L.2.1 This solicitation will be conducted electronically via email submissions of initial solicitation and receipt of Provider proposals. To be considered, an offeror must submit the required attachments via email before the closing date and time. Paper, telephonic, telegraphic, and facsimile proposals may not be accepted.

L.2.2 All attachments shall be submitted as a .pdf file. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

L.2.3 The offeror shall follow up to ensure proposals are received if an acknowledgement of receipt is not sent within one hour.

L.2.4 The offeror shall label each attachment by the name listed in either the subject line or referenced in the Section J list of attachments

L.2.5 Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

L.2.6 The bidders shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.

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

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

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

L.4.1 Proposal Submission

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

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

L.4.1.3 It is solely the offeror's responsibility to ensure that it begins the upload process in sufficient time to get the attachment uploaded into the District's E-Sourcing system before the closing time. **(PLEASE NOTE: DO NOT USE MICROSOFT INTERNET EXPLORER VERSION 9 TO UPLOAD THE ATTACHMENTS).**

L.4.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal via the email to the contract specialist or contracting officer only at any time before the closing date and time for receipt of proposals.

L.4.3 Late Proposals

The District's will not accept late proposals or modifications to proposals after the closing date and time for receipt of proposals.

L.4.4 Late Modifications

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.5 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question electronically via email. The prospective offeror should submit questions no later than **ten (*10)*** days prior to the closing date and time indicated for this solicitation. The District may not consider any questions received less than **ten (*10)*** days before the date set for submission of proposals. The District will furnish responses via email and post to the DDS website. 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.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 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.6.2 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.7 PROPOSALS WITH OPTION YEARS

The offeror shall not include option year prices in this HCA where the rates are fixed by legal ruling.

L.8 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, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

L.9 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 visual and other presentation aids are neither necessary nor desired.

L.10 RETENTION OF PROPOSALS

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

L.11 PROPOSAL COSTS

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

L.12 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 coverage as specified in Section I.8 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

L.13 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation electronically via the District's E-Sourcing system's messaging process. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.14 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. 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, to include, but not be limited to, 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. If discussions are reopened, the CO shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.15 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.15.1 Name, address, telephone number and federal tax identification number of offeror;

L.15.2 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.15.3 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.16 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties

which 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.17 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 relevant documentation within five (5) days of the request by the District.

L.17.1 To be determined responsible, a prospective contractor must demonstrate that it:

(a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;

(b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;

(c) Has a satisfactory performance record;

(d) Has a satisfactory record of integrity and business ethics;

(e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;

(f) Has a satisfactory record of compliance with labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.*;

(g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;

(h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;

(i) Has not exhibited a pattern of overcharging the District;

(j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and

(k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.17.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

L.18 SPECIAL STANDARDS OF RESPONSIBILITY ***[Delete this section if you determine not to include any special standards of responsibility]***

L.18.1 In addition to the general standards of responsibility set forth above, the offeror must demonstrate to the satisfaction of the District ***[Insert a description of the specific special responsibility requirement(s) that an offeror must satisfy in order to be eligible for the competition]*****.** Offeror must submit with its proposal convincing evidence that demonstrates that the offeror meets the Special Standard(s) of Responsibility. At a minimum, an offeror must provide the following evidence:

[Insert list of desired evidence.]

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD CRITERIA

M.1.1 This District may make award to the Provider whose offer conforms to the solicitation and is most advantageous to the District, cost or price and technical factors listed below considered. For this solicitation, technical quality is more important than cost or price. As proposals become more equal in their technical merit, the evaluated cost or price become more important.

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

Numeric Rating	Adjective	Description
0	Unacceptable	Fails to meet minimum requirements; to include, but not be limited to, no demonstrated capacity, major deficiencies which are not correctable; Provider did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

M.2.2 For example, if a sub factor has a point evaluation of 0 to 6 points, and (using the Technical Rating Scale) the District evaluates as “good” the part of the proposal applicable to the sub factor, the score for the sub factor is 4.8 (4/5 of 6). The sub factor scores will be added together to determine the score for the factor level.

M.3 EVALUATION STANDARDS

M.3.1 Factor: Technical Expertise **30 Points**

a) Description: Information including resumes and specific required certificates/degrees, demonstrating the qualifications and expertise of the Provider to meet the minimum qualifications and the expertise to perform the required vocational rehabilitation services as described in Section C of this solicitation. The Provider's acknowledges the responsibilities to perform the requirements. The Provider's information, including resumes and other relevant credentials are consistent with the information presented in the Provider's proposal;

b) The Provider shall provide a copy of specific required degree and certificate, resume and brief summary of the qualifications and roles of the key personnel for this required vocational rehabilitation service as detailed in section C of this solicitation. Key personnel shall have demonstrated the abilities of the Provider to deliver required services as described in section C of this solicitation.

M.3.2 Factor: Technical Approach 30 Points

a) Description: This factor considers the Technical Approach to be utilized by the Provider to perform the requirements as described in Section C of this solicitation. This factor examines the Provider's unique qualifications and skills that make it qualified to provide the requirements of this contract as well as the Provider's technical plan, including the Provider's service description, service delivery, and knowledge of the population to be assessed in the required work; and the Provider's knowledge and application of recognized industry standards and best practice models. This factor examines all elements of the technical approach and the interdependency of each element in the successful delivery of the required services.

b) The standard is met when the Provider:

1. Presents a written narrative of the Provider's required service description providing evidence of the Provider's understanding of the technical components of the requirements. The Provider demonstrates in a clear logical manner an awareness of the scope and complexity of project to be completed;

2. Presents a written narrative of the Provider's project plan including appropriate methodologies and approaches to be used to accomplish the technical components of the requirements. The Provider's proposed methodologies and approaches comprehensively cover all technical requirements while considering the population to be assessed, and recognizing and addressing potential issues associated with implementing and completing the project plan; and

3. Provides evidence in the Provider's knowledge of industry standards and best practice models in the collection of the data.

M.3.3 Factor: Past Performance 30 Points

a) Description: This factor considers the Provider's past performance in performing required vocational rehabilitation services similar to the required services as described in Section C of this solicitation. This factor includes an examination of the quality of required vocational rehabilitation services provided, timeliness in service delivery, business practices, and overall satisfaction of the Provider's performance. The standard is met when the Provider provides a vocational rehabilitation service, along with three (3) current professional references, that would (1) reflect a track record of obtaining state and federal funding and contracts that relate to persons with disabilities and state rehabilitation programs; (2) show previous outreach activities to individuals with disabilities, particularly those from unserved and under-served populations; (3) exemplify the knowledge and skills to carry out the purposes of the *Rehabilitation Act*, which will reflect in the Providers' professional experiences; and (4) show a history of working with individuals with disabilities, particularly those from unserved and underserved populations.

M.4 EVALUATION CRITERIA

M.4.1 Proposals will be evaluated based on the following technical evaluation criteria listed in descending order of importance.

M.4.1.1 TECHNICAL CRITERIA (90 Points)

M.4.1.2PRICE CRITERIA (10 Points)

M.4.2 The price evaluation will be objective. The Provider with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each Provider's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \text{ X Weight = Evaluated price score}$$

M.4.3 PREFERENCE (Maximum 12 points in accordance with G.5)

M.4.4 TOTAL POSSIBLE POINTS (112 Points)

M.5 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

M.5.1 Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005", D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that

are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.5.2 General Preferences

M.5.3 For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

M.5.3.1 Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005", D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.5.3.2 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;

M.5.3.3 Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;

M.5.3.4 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;

M.5.3.5 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and

M.5.3.6 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.5.4 Application of Preferences: The preferences shall be applicable to prime contractors as follows:

M.5.4.1 Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).

M.5.4.2 Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted

by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.

M.5.4.3 Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

M.5.4.4 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

M.5.4.5 Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

M.5.4.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M.5.5 MAXIMUM PREFERENCE AWARDED

M.5.5.1 Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.5.6 PREFERENCES FOR CERTIFIED JOINT VENTURES

M.5.6.1 When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.5.7 PROVIDER SUBMISSION FOR PREFERENCES

M.5.7.1 Any Provider seeking to receive preferences on this solicitation shall submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

M.5.7.1.1 Evidence of the Provider's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.5.7.1.2 Evidence of the Provider's or joint ventures provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DCLBD.

M.5.7.2 Any Provider seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

M.5.7.3 All Providers are encouraged to contact the DSLBD at (202)727-3900 if additional information is required on certification procedures and requirements.