

<b>SOLICITATION, OFFER, AND AWARD</b>		1. Caption Human Care Agreement - Eligibility Evaluation		Page of Pages 1   47	
2. Contract Number	3. Solicitation Number DCGD-2009-C-0006	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency	5. Date Issued 10/6/2008	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside -SBE <input type="checkbox"/> Open Market with Set-Aside SBE Designated Category:	
7. Issued By: DC Office of the State Superintendent of Education Procurement Office 441 4th Street, NW, Suite 350 North Washington, DC 20001			8. Address Offer to: Office of Contracting and Procurement Bid Room 441 4th Street, NW, Suite 703 South Washington, DC 20001		

NOTE: In sealed bid solicitations "offer" and "offeror" means "bid" and "bidder"

**SOLICITATION**

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 441 4th Street, NW, Suite 703S, Bid Room, Washington, DC until 2:00 PM EDT local time 3-Dec-08 (Hour) (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

bid counter located at	A. Name Matthews Wright	B. Telephone			C. E-mail Address <a href="mailto:matthews.wright@dc.gov">matthews.wright@dc.gov</a>
	(Area Code) 202	(Number) 202-481-3859	(Ext)		

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**OFFER**

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment  10 Calendar days %     20 Calendar days %     30 Calendar days %     Calendar days %

Amendment Number	Date	Amendment Number	Date

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):

15A. Name and Address of Offeror

16. Name and Title of Person Authorized to Sign Offer/Contract

15B. Telephone (Area Code) (Number) (Ext)

15 C. Check if remittance address is different from above - Refer to Section G

17. Signature

18. Offer Date

**AWARD (TO BE COMPLETED BY GOVERNMENT)**

19. ~~Accepted as to Items Numbered~~    20. Amount    21. Accounting and Appropriation



**Government of the District of Columbia**

<b>HUMAN CARE AGREEMENT</b>													PAGE	OF	PAGES
											1		39		
1. CONTRACT NUMBER <b>DCDG-2009-C-0006</b>				2. REQUISITION/PURCHASE REQUEST NO.				3. PURCHASE ORDER/TASK ORDER NUMBER				4. DATE OF AWARD			
5. ISSUED BY Office of Contracting and Procurement Human Care Supplies and Services Group 441-4 <sup>th</sup> Street, NW, Suite 700 South Washington, D.C. 20001							6. ADMINISTERED BY (If other than Item 5) Office of Special Education Programs Infants and Toddlers with Disabilities Division Office of the State Superintendent of Education 717 14 <sup>th</sup> Street, NW, Suite 1200 Washington, DC 20005 Telephone (202) 727-1839								
7. NAME AND ADDRESS OF PROVIDER/CONTRACTOR (No. street, county, state and ZIP Code)  Washington, D.C. 200															
8. PROVIDER/CONTRACTOR SHALL SUBMIT ALL INVOICES TO: Office of Special Education Programs Infants and Toddlers with Disabilities Division Office of the State Superintendent of Education 717 14 <sup>th</sup> Street, NW, Suite 1200 Washington, DC 20005							9. DISTRICT SHALL SEND ALL PAYMENTS TO:								
10. DESCRIPTION OF HUMAN CARE SERVICE AND COST															
ITEM/LINE NO.	NIGP CODE	BRIEF DESCRIPTION OF HUMAN CARE SERVICE						QUANTITY OF SERVICE REQUIRED	TOTAL SERVICE UNITS	SERVICE RATE	TOTAL AMOUNT				
		Eligibility Developmental Evaluations and Assessments									SEE ATTACHED SCHEDULE A				
<i>Total</i>												\$			
<i>Total From Any Continuation Pages</i>												\$			
<b>GRAND TOTAL</b>												\$			
11. APPROPRIATION DATA AND FINANCIAL CERTIFICATION															
LINW	AGY	YEAR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3	PERCENT	FUND SOURCE	AMOUNT	
A. Soar System Obligation Code				B. Name of Financial Officer (Typed):				C. Signature:				D. Date:			
12. PERIOD OF HUMAN CARE AGREEMENT															
Starting Date: <b>Date of Award</b>										Ending Date: <b>Twelve Months Thereafter</b>					
HUMAN CARE AGREEMENT SIGNATURES															
Pursuant to the authority provided in D.C. Law 13-155, this HUMAN CARE AGREEMENT is being entered into between the Provider/Contractor specified in Item No. 7 of this document. <i>The Provider/Contractor is required to sign and return two originals of this document to the Contracting Officer of the Issuing Office stated in Item No. 5 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 above. 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 November 2004; (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 consummates the final agreement of the parties.</i>															
13. FOR THE PROVIDER/CONTRACTOR							14. FOR THE DISTRICT OF COLUMBIA								
A. Name and Title of Signer (Type or print) Name: Title:							A. Name of Contracting Officer (Type or print) Name: Title:								
B. Signature of PROVIDER/CONTRACTOR, or representative:				C. Date:			B. Signature of CONTRACTING OFFICER:				C. Date:				

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

B.1 The Government of the District of Columbia, hereafter referred to as the “**District**,” is contracting through this \_\_\_\_\_, hereafter referred to as the “**Provider**,” for the purchase of human care services pursuant to the Human Care Agreement Amendment Act of 2000, effective (D.C. Law 13-155, D.C. Code, §§ 2-301.07, 2-303.02, 2-303.04, and 2-303.06). This Agreement will be effective on the date entered in Item 13c on page 1 of this document.

B.2 This is a Human Care Agreement based on fixed-unit prices and a cost reimbursement component. The estimated maximum quantities are listed below. The Provider shall deliver services in accordance with Section C.

**BASE YEAR**  
**Item Description**

**01** Provider shall provide **eligibility determination services which includes multidisciplinary developmental evaluation or assessment, written report with recommendations, Initial IFSP (for eligible children) and Child Outcomes Summary Form (COSF) completion** for customers to determine Part C eligibility. This service must be completed within 45 days of the initial referral to ITDD.

<u><b>CLIN</b></u>	<u><b>SERVICE DESCRIPTION</b></u>	<u><b>SERVICE UNIT</b></u>	<u><b>SERVICE RATE</b></u>
0001.1	Multidisciplinary Developmental Evaluation or Assessment	Per customer	
0001.2	Initial IFSP meeting, IFSP document, COSF	Per customer	
0001.3	Single Discipline Evaluation or Assessment	Per customer	
0001.4	Vision Screening	Per customer	
0001.5	Hearing Screening	Per customer	
0001.6	Paper Review (Existing Documentation)	Per customer	

**02** The Provider shall provide annual **developmental re-assessment or single discipline assessment** for customers who are Part C eligible infants and toddlers. The unit of service is one (1) annual developmental re-assessment per customer per year or single discipline assessment(s) as identified as needed in the IFSP.

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>SERVICE UNIT</u>	<u>SERVICE RATE</u>
0002.1	Annual Developmental Re-assessment	Per customer	
0002.2	Single Discipline Re-assessment or new Assessment	Per Customer	

**OPTION YEAR 1**

01 Provider shall provide **eligibility determination services which includes multidisciplinary developmental evaluation or assessment, written report with recommendations, Initial IFSP (for eligible children) and Child Outcomes Summary Form (COSF) completion** for customers to determine Part C eligibility. This service must be completed within 45 days of the initial referral to ITDD.

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>SERVICE UNIT</u>	<u>SERVICE RATE</u>
0001.1	Multidisciplinary Developmental Evaluation or Assessment	Per customer	
0001.2	Initial IFSP meeting, IFSP document, COSF	Per customer	
0001.3	Single Discipline Evaluation or Assessment	Per customer	
0001.4	Vision Screening	Per customer	
0001.5	Hearing Screening	Per customer	
0001.6	Paper Review (Existing Documentation)	Per customer	

02 The Provider shall provide annual **developmental re-assessment or single discipline assessment** for customers who are Part C eligible infants and toddlers. The unit of service is one (1) annual developmental re-assessment per customer per year or single discipline assessment(s) as identified as needed in the IFSP.

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>SERVICE UNIT</u>	<u>SERVICE RATE</u>
0002.1	Annual Developmental Re-assessment	Per customer	

0002.2	Single Discipline Re-assessment or new Assessment	Per Customer	

**OPTION YEAR 2**

01 Provider shall provide **eligibility determination services which includes multidisciplinary developmental evaluation or assessment, written report with recommendations, Initial IFSP (for eligible children) and Child Outcomes Summary Form (COSF) completion** for customers to determine Part C eligibility. This service must be completed within 45 days of the initial referral to ITDD.

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>SERVICE UNIT</u>	<u>SERVICE RATE</u>
0001.1	Multidisciplinary Developmental Evaluation or Assessment	Per customer	
0001.2	Initial IFSP meeting, IFSP document, COSF	Per customer	
0001.3	Single Discipline Evaluation or Assessment	Per customer	
0001.4	Vision Screening	Per customer	
0001.5	Hearing Screening	Per customer	
0001.6	Paper Review (Existing Documentation)	Per customer	

02 The Provider shall provide annual **developmental re-assessment or single discipline assessment** for customers who are Part C eligible infants and toddlers. The unit of service is one (1) annual developmental re-assessment per customer per year or single discipline assessment(s) as identified as needed in the IFSP.

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>SERVICE UNIT</u>	<u>SERVICE RATE</u>
0002.1	Annual Developmental Re-assessment	Per customer	
0002.2	Single Discipline Re-assessment or new Assessment	Per Customer	

**OPTION YEAR 3**

01 Provider shall provide **eligibility determination services which includes multidisciplinary developmental evaluation or assessment, written report with recommendations, Initial IFSP (for eligible children) and Child Outcomes Summary Form (COSF) completion** for customers to determine Part C eligibility. This service must be completed within 45 days of the initial referral to ITDD.

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>SERVICE UNIT</u>	<u>SERVICE RATE</u>
0001.1	Multidisciplinary Developmental Evaluation or Assessment	Per customer	
0001.2	Initial IFSP meeting, IFSP document, COSF	Per customer	
0001.3	Single Discipline Evaluation or Assessment	Per customer	
0001.4	Vision Screening	Per customer	
0001.5	Hearing Screening	Per customer	
0001.6	Paper Review (Existing Documentation)	Per customer	

0002 The Provider shall provide annual **developmental re-assessment or single discipline assessment** for customers who are Part C eligible infants and toddlers. The unit of service is one (1) annual developmental re-assessment per customer per year or single discipline assessment as identified as needed in the IFSP.

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>SERVICE UNIT</u>	<u>SERVICE RATE</u>
0002.1	Annual Developmental Re-assessment	Per customer	
0002.2	Single Discipline Re-assessment or new Assessment	Per Customer	

**OPTION YEAR 4**

02 Provider shall provide **eligibility determination services which includes multidisciplinary developmental evaluation or assessment, written report with recommendations, Initial IFSP (for eligible children) and Child Outcomes Summary Form (COSF) completion** for customers to determine Part C eligibility. This service must be completed within 45 days of the initial referral to ITDD.

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>SERVICE UNIT</u>	<u>SERVICE RATE</u>
0001.1	Multidisciplinary Developmental Evaluation or Assessment	Per customer	
0001.2	Initial IFSP meeting, IFSP document, COSF	Per customer	
0001.3	Single Discipline Evaluation or Assessment	Per customer	
0001.4	Vision Screening	Per customer	
0001.5	Hearing Screening	Per customer	
0001.6	Paper Review (Existing Documentation)	Per customer	

0002 The Provider shall provide annual **developmental re-assessment or single discipline assessment** for customers who are Part C eligible infants and toddlers. The unit of service is one (1) annual developmental re-assessment per customer per year or single discipline assessment as identified as needed in the IFSP.

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>SERVICE UNIT</u>	<u>SERVICE RATE</u>
0002.1	Annual Developmental Re-assessment	Per customer	
0002.2	Single Discipline Re-assessment or new Assessment	Per Customer	

## SECTION C – HUMAN CARE SERVICE DESCRIPTION AND SCOPE OF SERVICE

### C.1 Background

C.1.1 This is a recurring service.

C.1.2 The Provider shall provide **eligibility evaluations or assessments and annual re-assessments including relevant recommendations, reports, IFSP and COSF for eligible children**, as described in 34 C.F.R. Part 303, to the target population.

C.1.3 The target population for this Program Area shall be **infants and toddlers birth through age two (2) years** who are residents of the District of Columbia and need a determination made regarding eligibility for the District of Columbia definition of developmental delay or disability (condition or 50% delay in one or more developmental areas) and their families. Infants and toddlers who are found eligible may also receive re-assessments and other assessments as needed. Special emphasis to increase access to services shall be given to non-English speaking families.

**The Office of the State Superintendent of Education, Office of Special Education Programs, Infants and Toddlers with Disabilities Division (ITDD)** is mandated by Part C of the Individuals with Disabilities Act to: (a) maintain and implement a statewide, comprehensive, coordinated, multidisciplinary, interagency system of early intervention services for infants and toddlers with disabilities and their families; and (b) to coordinate direct services for eligible children and their families that are not otherwise provided from other public or private sources.

C.1.4 The **early intervention system** is designed to serve children from birth through two (2) years of age who are residents of the District of Columbia. A child must be found eligible based on the District of Columbia's definition of 50% developmental delay in one or more areas. Children are also eligible if they were born with a disability or health condition known to result in developmental delay. The District does not serve children "at risk" for developmental disabilities or delay, including babies born prematurely unless a disability or 50% delay is demonstrated.

### C.2. Applicable Documents

C.2.1 **Individuals with Disabilities Education Act, 2004:** Part 303--Early Intervention Program for Infants and Toddlers with Disabilities  
([http://www.csped.com/laws\\_regs/idea300-304/part303/](http://www.csped.com/laws_regs/idea300-304/part303/))

C.2.2 **Public Law 108-446, 2004:** Title I: Amendments to the Individuals with Disabilities Education Act (<http://www.nectac.org/idea/idea.asp#OSEP>)

**C.2.3**        **Public Law 93-247:** Child Abuse Prevention and Treatment Act (CAPTA)  
([www.acf.hhs.gov/programs/cb/laws\\_policies/cblaws/capta/index.htm](http://www.acf.hhs.gov/programs/cb/laws_policies/cblaws/capta/index.htm))

**C.2.4**        **Public Law 108-36:** Keeping Children and Families Safe Act  
([www.archives.gov/federal-register/laws/past/108-first-session.txt](http://www.archives.gov/federal-register/laws/past/108-first-session.txt))

**C.3**            **Scope of Human Care Service:**

**C.3.1**        Subject to the continuing availability of funds, the District may purchase and the Provider shall provide the human care services specified in subsection C.3.2.

**C.3.2**        The Provider shall provide **eligibility determination services which includes multidisciplinary developmental evaluation or assessment and annual re-assessment services** to the target population in natural environments, as described in *34 C.F.R. Part 303* and below, to the target population. Services that will be provided are related to items listed in paragraphs **C.3.3-C.3.4** of this agreement. The evaluation/assessment shall be offered in the natural environments with typically developing children must be made available whenever appropriate and possible. The provider will be responsible for testing and assessing the child, when indicated, developing the Initial Individualized Family Service Plan (IFSP) and COSF along with the eligible child’s family, service coordinator and other relevant service providers, in coordination with ITDD. Eligibility evaluations and the initial IFSP must be completed with 45 days of the initial referral to ITDD.

Services shall end and the child shall exit the Part C system at the eligible child’s 3<sup>rd</sup> birthday, or sooner if the child is determined to no longer need Part C services as recorded on the current IFSP. Children shall be referred to the vendor by ITDD or the assigned Medicaid Managed Care Organization representative. The vendor shall provide services in accordance with the federal Part C regulations (*34 C.F.R. Part 303 et seq.*), District of Columbia laws and ITDD policies and procedures. Some families may be unable to speak English and require a language translator or an interpreter who uses American Sign Language. The languages of the non English speaking population referred shall include but not be limited to Spanish, French, Portuguese, Mandarin, Taiwanese, Cantonese, Vietnamese and Amharic.

**C.3.3**        The Provider shall provide services within a multi-disciplinary or trans-disciplinary arena model designed to coach parents to help increase the family’s ability to assess their child’s learning and development. The family is expected to partner with the Provider to determine the type of help that would be most beneficial, (i.e. monitoring, consultation or direct therapy) and then, together write an Individualized Family Service Plan (IFSP) and COSF. The IFSP must list all of the services and coaching that a family requires to improve the developmental status of their child.

**C.3.4** The services required for this **Human Care Agreement** pertain to vendors who can provide one or more of the following fourteen (14) services:

- Multidisciplinary eligibility evaluations, assessments, annual developmental re-assessments
- assistive technology
- audiology
- family training, counseling, and home visits
- nutrition
- occupational therapy
- physical therapy
- psychology
- service coordination
- social work
- special instruction
- speech-language pathology
- transportation and related costs
- vision

#### **C.4**        **DEFINITIONS**

**C.4.1**        Assessment means the ongoing procedures used by appropriate qualified personnel throughout the period of a child’s eligibility as defined in 303.322.

**C.4.2**        **Assistive technology device:** Any item, piece of equipment, or product system, whether acquired commercially off the shelf, modified, or customized, that is used to increase, maintain, or improve the functional capabilities of children with disabilities. Assistive technology service means a service that directly assists a child with a disability in the selection, acquisition, or use of an assistive technology device. Assistive technology services include: **(i)** The assessment of the needs of a child with a disability, including a functional assessment of the child in the child’s customary environment; **(ii)** Purchasing, leasing.

**C.4.3**        **Audiology:** Identification of children with auditory impairment, using at risk criteria and appropriate audiological screening techniques; (ii) Determination of the range, nature, and degree of hearing loss and communication functions, by use of audiological assessment procedures; (iii) Referral for medical and other services necessary for the habilitation or rehabilitation of children with auditory impairment; (iv) Provision of auditory training, aural rehabilitation, speech reading and listening device orientation and training, and other services; (v) Provision of services for prevention of hearing loss; and (vi) Determination of the child’s need for individual amplification, including selecting, fitting, and dispensing appropriate listening and vibrotactile devices, and evaluating the effectiveness of those devices.

- C.4.4** **Child Outcomes Summary Form (COSF)** is a process developed by the Early Childhood Outcomes Center that provides a common metric for describing children’s functioning compared to age expectations in each of the three outcome areas. The COSF provides a way for a team to summarize the child’s level of functioning using information from many sources including assessment tools and parent and provider reports. The COSF enables ITDD to report the percent of infants and toddlers with IFSPs who demonstrate improved: (a) positive social-emotional skills (including social relationships); (b) acquisition and use of knowledge and skills (including early language/communication [and early literacy\*]); (c) use of appropriate behavior to meet needs
- C.4.5** **Evaluation** means the procedures used by appropriate qualified personnel to determine a child’s initial and continuing eligibility under section 303.322, consistent with the definition of “infants and toddlers with disabilities” in 303.16, including determining the status of the child in each of the following developmental areas: cognitive, physical (including vision and hearing), communication, social or emotional, and adaptive development.
- C.4.6** **Family training, counseling, and home visits** means services provided, as appropriate, by social workers, psychologists, and other qualified personnel to assist the family of a child eligible under this part in understanding the special needs of the child and enhancing the child’s development.
- C.4.7** **Health services** means services necessary to enable a child to benefit from the other early intervention services under this part during the time that the child is receiving the other early intervention services. (b) The term includes— (1) Such services as clean intermittent catheterization, tracheotomy care, tube feeding, the changing of dressings or colostomy collection bags, and other health services; and (2) Consultation by physicians with other service Providers concerning the special health care needs of eligible children that will need to be addressed in the course of providing other early intervention services. (c) The term does not include the following: (1) Services that are—(i) Surgical in nature (such as cleft palate surgery, surgery for club foot, or the shunting of hydrocephalus); or (ii) Purely medical in nature (such as hospitalization for management of congenital heart ailments or the prescribing of medicine or drugs for any purpose). (2) Devices necessary to control or treat a medical condition. (3) Medical-health services (such as immunizations and regular “well baby” care) that are routinely recommended for all children.
- C.4.8** **Human Care Agreement:** means a written agreement for the procurement of education or special education, health, human or social services pursuant to section 306a, to be provided directly to individuals who are disabled, disadvantaged, displaced, elderly, indigent, mentally ill, physically ill, unemployed, or minors in the custody of the District of Columbia. The limitation of the human care agreement is specified in Section D.2.

- C.4.9** **Individuals with Disabilities Education Act** is a federal law that governs how states and public agencies provide early intervention, special education, and related services to children with disabilities. It addresses the educational needs of children with disabilities from birth to the age of 21. The IDEA is considered to be a civil rights law. The IDEA was most recently amended in 2004, which was a significant update. In defining the purpose of special education, IDEA 2004 clarifies Congress' intended outcome for each child with a disability: students must be provided a Free Appropriate Public Education (FAPE) that prepares them for further education, employment and independent living.
- C.4.10** **Infants and toddlers with disabilities** means individuals from birth through age two (2) who need early intervention services because they— (1) Are experiencing significant developmental delays, as measured by appropriate diagnostic instruments and procedures, in one or more of the following areas: (i) Cognitive development. (ii) Physical development, including vision and hearing. (iii) Communication development. (iv) Social or Emotional development. (v) Adaptive development; or (2) Have a diagnosed physical or mental condition that has a high probability of resulting in developmental delay.
- C.4.11** **Medical services only for diagnostic or assessment purposes** means services provided by a licensed physician to determine a child's developmental status and need for early intervention services.
- C.4.12** **Multidisciplinary** means the involvement of two or more disciplines or professions in the provision of integrated and coordinated services, including assessment activities in § 303.322 and development of the IFSP in § 303.342.
- C.4.13** **Natural environments** means settings that are natural or normal for the child's age peers who have no disabilities.
- C.4.14** **Nursing services include**— (i) The assessment of health status for the purpose of providing nursing care, including the identification of patterns of human response to actual or potential health problems; (ii) Provision of nursing care to prevent health problems, restore or improve functioning, and promote optimal health and development; and (iii) Administration of medications, treatments, and regimens prescribed by a licensed physician.
- C.4.15** **Nutrition services include**— (i) Conducting individual assessments in— (A) Nutritional history and dietary intake; (B) Anthropometric, biochemical, and clinical variables; (C) Feeding skills and feeding problems; and (D) Food habits and food preferences; (ii) Developing and monitoring appropriate plans to address the nutritional needs of children eligible under this part, based on the findings in paragraph (d)(7)(i) of this section; and (iii) Making referrals to appropriate community resources to carry out nutrition goals.

- C.4.16 Occupational therapy** includes services to address the functional needs of a child related to adaptive development, adaptive behavior and play, and sensory, motor, and postural development. These services are designed to improve the child's functional ability to perform tasks in home, school, and community settings, and include— (i) Identification, assessment, and intervention; (ii) Adaptation of the environment, and selection, design, and fabrication of assistive and orthotic devices to facilitate development and promote the acquisition of functional skills; and (iii) Prevention or minimization of the impact of initial or future impairment, delay in development, or loss of functional ability.
- C.4.17 Parent** means— (1) natural or adoptive parent of a child; (2) A guardian; (3) A person acting in the place of a parent (such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the child's welfare); or (4) A surrogate parent who has been assigned in accordance with § 303.406. (b) Foster parent. Unless State law prohibits a foster parent from acting as a parent, a State may allow a foster parent to act as a parent under Part C of the Act if— (1) The natural parents' authority to make the decisions required of parents under the Act has been extinguished under State law; and (2) The foster parent— (i) Has an ongoing, long-term parental relationship with the child; (ii) Is willing to make the decisions required of parents under the Act; and (iii) Has no interest that would conflict with the interests of the child.
- C.4.18 Physical therapy** includes services to address the promotion of sensorimotor function through enhancement of musculoskeletal status, neurobehavioral organization, perceptual and motor development, cardiopulmonary status, and effective environmental adaptation. These services include— (i) Screening and assessment of infants and toddlers to identify movement dysfunction; (ii) Obtaining, interpreting, and integrating information appropriate to program planning to prevent, alleviate, or compensate for movement dysfunction and related functional problems; and (iii) Providing individual and group services or treatment to prevent, alleviate, or compensate for movement dysfunction and related functional problems.
- C.4.19 Provider:** means a consultant, vendor, or contractor, of goods or services, who can be an individual, a partnership, non-profit entity, or a corporation that enters into a contract with the District.
- C.4.20 Psychological services** includes— (i) Administering psychological and developmental tests and other assessment procedures; (ii) Interpreting assessment results; (iii) Obtaining, integrating, and interpreting information about child behavior, and child and family conditions related to learning, mental health, and development; and (iv) Planning and managing a program of psychological services, including psychological counseling for children and parents, family counseling, consultation on child development, parent training, and education programs.

- C.4.21** Target population means infants and toddlers, birth through age two (2) years who are suspected of having a developmental delay or with substantiated conditions known to lead to developmental delay, and their families who are residents of the District of Columbia.
- C.4.22** **Qualified personnel** means early intervention services must be provided by qualified personnel (licensed or certified), including—
- (1) Audiologists;
  - (2) Family therapists;
  - (3) Nurses;
  - (4) Nutritionists;
  - (5) Occupational therapists;
  - (6) Orientation and Mobility Specialists;
  - (7) Pediatricians and other Physicians;
  - (8) Physical therapists;
  - (9) Psychologists;
  - (10) Social workers;
  - (11) Special educators; and
  - (12) Speech and Language Pathologists.
- C.4.23** **Service Coordination services** means assistance and services provided by a service coordinator to a child eligible under this part and the child's family that are in addition to the functions and activities included under § 303.23.
- C.4.24** **Social Work services include**— (i) Making home visits to evaluate a child's living conditions and patterns of parent-child interaction; (ii) Preparing a social or emotional developmental assessment of the child within the family context; (iii) Providing individual and family-group counseling with parents and other family members, and appropriate social skill-building activities with the child and parents; (iv) Working with those problems in a child's and family's living situation (home, community, and any center where early intervention services are provided) that affect the child's maximum utilization of early intervention services; and (v) Identifying, mobilizing, and coordinating community resources and services to enable the child and family to receive maximum benefit from early intervention services.
- C.4.25** **Special Instruction include**—(i) The design of learning environments and activities that promote the child's acquisition of skills in a variety of developmental areas, including cognitive processes and social interaction; (ii) Curriculum planning, including the planned interaction of personnel, materials, and time and space, that leads to achieving the outcomes in the child's individualized family service plan; (iii) Providing families with information, skills, and support related to enhancing the skill development of the child; and (iv) Working with the child to enhance the child's development.
- C.4.26** **Speech-Language Pathology includes**— (i) Identification of children with

communicative or oropharyngeal disorders and delays in development of communication skills, including the diagnosis and appraisal of specific disorders and delays in those skills; (ii) Referral for medical or other professional services necessary for the habilitation or rehabilitation of children with communicative or oropharyngeal disorders and delays in development of communication skills; and (iii) Provision of services for the habilitation, rehabilitation, or prevention of communicative or oropharyngeal disorders and delays in development of communication skills.

**C.4.27**      **Task Order:** means an order for services placed against an established human care agreement, using OCP Form 1902, Human Care Agreement Task Order.

**C.4.28** **Transportation and related costs** includes the cost of travel (e.g., mileage, or travel by taxi, common carrier, or other means) and other costs (e.g., tolls and parking expenses) that are necessary to enable a child eligible under this part and the child's family to receive early intervention services.

**C.4.29**      **Transdisciplinary** evaluation teams are unique to the field of early intervention (Briggs, 1997). The transdisciplinary approach is fundamentally different from the multidisciplinary and interdisciplinary approaches. The foundation of the transdisciplinary team is collaboration. One assessment is performed by the team and one integrated report is written by the team. The approach is family centered. It maximizes the participation of family members and minimizes inconvenience to families.

**C.4.30.**      **Vision services** means— (i) Assessment of visual functioning, including the diagnosis and appraisal of specific visual disorders, delays, and abilities; (ii) Referral for medical or other professional services necessary for the habilitation or rehabilitation of visual functioning disorders, or both; and (iii) Communication skills training, orientation and mobility training for all environments, visual training, independent living skills training, and additional training necessary to activate visual motor abilities.

## **C.5**            **Service Requirements**

**C.5.1**        The Provider shall provide eligibility evaluation services within the Washington Metropolitan Area to infants and toddlers at risk for developmental delays or disabilities. The Provider shall furnish all evaluation materials. Early intervention services shall be culturally competent and meet the needs of all persons with disabilities including those that require the use of American Sign Language or those for whom English is not their first language.

**Target Population** - The target population for Early Intervention Services are infants and toddlers, birth through age two (2) years who are suspected of having a developmental delay or with substantiated conditions known to lead to developmental delay, and their families who are residents of the District of

Columbia. Special emphasis to increase access to services shall be given to (a) Latino and Hispanic parents and families; (b) Asian/Pacific Islander parents and families; (c) other parents and families with limited or non-English proficiency; (d) parents and children with hearing impairments; and (e) teenage parents. Special attention is also given to identifying infants under the age of one (1) year and infants born with conditions known to lead to developmental delay.

**Eligible Organizations/Entities** - Applications are requested from individuals or agencies that can provide an appropriate developmental evaluation or re-assessment with a minimum team of two (2) disciplines represented. Disciplines must include at least a speech and motor expert identified in the list presented in this Human Care Agreement. This includes early intervention programs, certified licensed therapists, not-for-profit organizations –to include faith-based groups-- and community-based agencies, private and for profit, currently serving the needs of the target population.

**C.5.1.2. Eligibility Evaluation**

**C.5.1.3.1** The Provider shall complete an eligibility evaluation on each child to determine the level of functioning and needs within 45 days of initial referral into ITDD.

**C.5.1.3.2** The Provider shall develop an Initial Individualized Family Service Plan in collaboration with the family and the assigned Dedicated Service Coordinator.

**C.5.1.3.3** The Provider shall conduct a re-assessment of the child that is conducted by personnel trained to utilize appropriate methods and procedures when requested.

**C.5.1.3.4** The Provider shall provide a re-assessment that includes a review of pertinent records related to the child’s current health status and medical history.

**C.5.1.3.5** The Provider shall provide an annual re-assessment of the child’s level of functioning when requested in each of the following developmental areas: cognitive, physical including vision and hearing; communication; social or emotional; and adaptive development.

**C.5.1.3.6** The re-assessment for each child must be completed with the specified timeframe to ensure updated information within one (1) year of the previous initial evaluation or re-assessment.

**C.5.1.4 Individualized Family Service Plan (IFSP)**

**C.5.1.4.1** The Provider shall prepare an initial Individualized Family Service Plan (IFSP) in collaboration with the family and the assigned Dedicated Service Coordinator

within 45 days of the initial referral into ITDD.

**C.5.1.4.2** IFSP meetings shall be conducted in settings and times that are convenient to families, provided in the native language of the family or other mode of communication used by the family, unless it is clearly not feasible to do so. Meeting arrangements must be made with, and written notice provided to the family and other participants early enough before the meeting date to ensure that they will be able to attend

**C.5.1.4.3** The contents of the IFSP shall be fully explained to the parents and informed written consent from the parents must be obtained prior to the provision of early intervention services described in the plan. If the parents do not provide consent with respect to a particular early intervention service or withdraw consent after first providing it, that service may not be provided.

**C.5.1.4.4** Participants in IFSP meetings shall include the parent or parents of the child; other family members as requested by the family; an advocate or person outside of the family as requested by the family; the assigned Dedicated Service Coordinator who has been working with the family; persons directly involved with conducting any assessments or provision of services; and as appropriate, persons who will be providing services to the child or family.

**C.5.1.4.5** If a person listed above is unable to attend a meeting, arrangements shall be made for the person's involvement through other means including (a) participating in a telephone conference call; (b) having a knowledgeable authorized representative attend the meeting; or (c) making pertinent records available at the meeting.

**C.5.1.4.6** The IFSP document shall be completed in its entirety during the IFSP meeting together with the family. The IFSP document shall not be completed prior to the IFSP meeting and the document shall be finalized prior to ending the IFSP meeting. If this cannot occur, then a follow-up IFSP meeting shall be reconvened with the family to finalize the document.

**C.5.1.5** **Child Outcomes Summary Form**

**C.5.1.5.1** The Provider shall complete the Early Childhood Outcomes summary form during each IFSP meeting for every eligible child and family within 45 days of the initial referral into ITDD.

**C.5.1.5.2** The COSF process shall be fully explained to the families.

**C.5.1.5.3** COSF results shall be shared with families with an explanation of the results.

**C.5.1.5.4** The COSF shall be submitted to ITDD along with the IFSP as a package.

**C.6** **Other Requirements**

### **C.6.1 Staff Requirements**

1. The Provider shall employ and maintain documentation that staff meets the qualifications (therapy license and/or certification) as appropriate for their profession and possess adequate training and competence to perform the duties which they have been assigned.
2. The Provider shall maintain a complete written job description covering all positions funded through the agreement, which must be included in the project files and be available for inspection upon request. The job description shall include education, experience, licensing and/or certification criteria, a description of duties and responsibilities, hours of work, salary range and performance evaluation criteria. When hiring staff for this project, the Provider shall obtain written documentation of work experience and personal references.
3. The Provider shall maintain an individual personnel file for each project staff member or sub-contractor which will contain the application for employment, professional and personal references, applicable credentials/certifications, records of required medical examinations, criminal background checks and tests for alcohol and illegal substance prior to employment, personnel actions including time records, documentation of all training received, notation of any allegations of professional or other misconduct, and Provider's action with respect to the allegations, and date and reason if terminated from employment. All of these personnel materials shall be made available to the Grants Administrator upon request.
4. The Provider shall provide orientation sessions for each staff member or sub-contractor with respect to administrative procedures, program goals, and policies and practices to be adhered to under the grant agreement.
5. The Provider shall maintain a current organizational chart, which displays organizational relationships and demonstrates who has responsibility for administrative oversight and clinical supervision over each priority service activity.
6. With regard to volunteers, the Provider must illustrate through program orientation that: (1) volunteers are subject to rules and procedures with regard to confidentiality of information which are in effect for employees and contractors of the District of Columbia government; (2) volunteers are subject to the same personnel requirements of the Provider's project staff members and sub-contractors; (3) volunteers are not permitted to engage in political activities during the time volunteer services are being performed; and (4); volunteers remain under the direct supervision of the Provider throughout the program period.

7. Any changes in staffing patterns or job descriptions shall be explained by the Provider in writing and approved in advance by the OSSE Grants Officer in writing.

### **C.6.2 Facility Requirements**

#### **1. Regulations**

The Provider's facilities used during the performance of this agreement shall meet all applicable Federal, state, and local regulations for their intended use throughout the duration of the agreement. The Provider shall maintain current all required permits and licenses for the facilities. The Provider's failure to do so shall constitute a failure to perform under the agreement and will be a basis for termination of the agreement for default.

#### **2. Emergency Back-Up Site Files**

The Provider shall assure that an emergency site/facility has been identified should the primary facility become unavailable for use as a result of a catastrophic event.

#### **3. Accessibility**

All facilities offered for the provision of services under the grant agreement shall be accessible to persons with mobility and other limitations (e.g., persons who are visually impaired, deaf or hearing impaired), consistent with the Rehabilitation Act of 1973, P.L. 95-602 (Section 504), and the Americans with Disabilities Act, P.L. 101-336, as appropriate, which shall be incorporated in the grant agreement. The facilities shall be open for visiting by families and convenient by public transportation.

#### **4. Maintenance**

The Provider shall provide all supplies and services routinely needed for maintenance and operation of the facility, such as security, janitorial services, and trash pick-up.

### **C.6.3 Performance Standards and Quality Assurance**

1. The Provider shall monitor and evaluate the delivery of all services. At a minimum, the quality assurance program shall include a review of the appropriateness, quality and timeliness of each service.
2. The Provider shall develop and implement policies and procedures to evaluate the accuracy of data collection and reporting activities in accordance with protocols established or disseminated by the Office of Special Education Programs.

3. The Provider shall participate in the evaluation of the project by appropriate internal staff and/or external evaluators with the assurance that client confidentiality will be maintained. These activities may include, but are not limited to, site visits, client surveys, record reviews, or other data collection activities.
4. The Providers shall conduct a Parent Satisfaction Survey and use survey results to improve program operations, as needed.
5. The Provider shall periodically involve families in the development of project evaluations. When feasible, the Provider's activities shall reflect concerns and suggestions offered by the families.

#### **C.6.4 Reports**

1. The Provider shall submit a monthly report to the Grant Administrator and/or designated staff, to be received by the 10<sup>th</sup> day after the end of each month of service, regarding the progress towards completion of tasks and requirements in the scope of services and approved work plan. Such reports must contain the following information in a format approved by the Grant Administrator:
  - a. Draft copies of all materials for use in implementing this agreement submitted for approval prior to preparation in final form and dissemination;
  - b. Program description including the targeted population with the total number and names of organizations and individuals invited to participate (and who have participated) in workshops, seminars, and/or courses, divided by the section of the District where they are located (by ward);
  - c. Number and demographics of the population served;
  - d. Collaboration (if any) with other organizations serving the target population;
  - e. Status of the work plan, indicating the extent to which established milestones for the reporting month have been accomplished; identifying proposed revisions to the work plan to address problem areas; and a summary of the results of the evaluation of services under the quality assurance program; and achievement of performance standards.
  - f. Listing of dates and locations of all early intervention education and outreach activities conducted and type and quantity of material distributed during the reporting month.
2. A copy of the monthly report covering the period for which reimbursement is being requested **must** accompany all payment requests. The Office of Special

Education Programs shall base payment requests on invoices with supporting source documentation as may be required. Failure to submit monthly progress reports and invoices in accordance with the terms and conditions of the agreement may result in the disallowance, suspension, and/or termination of contract funds.

3. The Provider shall submit to the Grant Administrator and/or designee a final closeout report no later than the 30<sup>th</sup> day after expiration of the agreement, following the established format for the particular program area and summarizing all service delivery data, accomplishments, issues and recommendations.
4. The Provider shall report unusual incidents by electronic mail, facsimile or telephone to the Grant Administrator within 24 hours of the event and in writing within five (5) days after occurrence. An unusual incident is an event, which affects staff (Administrative Agency's employees or Provider's staff) or clients that is significantly different from the regular routine or established procedure. Examples include, but are not limited to, death, injury, unexplained absence of a client from a program, physical, sexual, or verbal abuse of a client by staff or other clients, staff negligence, fire, theft, destruction of property, or sudden serious problems in the physical plant, complaints from the target population; requests for information from the press, attorneys, or government officials outside the OSSE involved with the grant; and client behavior requiring attention of staff not usually involved in their care.

### **C.6.5 Records**

1. The Provider shall keep accurate records of activities of the project. When delivering services, the Provider must maintain child records reflecting initial and periodic assessments, if appropriate; initial and periodic Individualized Family Service Plans (IFSPs); therapy progress notes; record of contacts with the family and other persons involved in the provision of services and the ongoing progress of program activities. To ensure confidentiality and security records must be kept in a locked file controlled by appropriate staff.
2. The Provider shall provide the Grant Administrator, and other authorized representatives of the Office of the State Superintendent of Education and the District Government, such access to project and financial records as may be necessary for monitoring purposes. To ensure confidentiality and security, records must be kept in a locked file controlled by appropriate Provider staff. The Provider shall ensure that the release of any child's records is done in a manner that demonstrates that appropriate consent has been obtained from the parent or guardian.
3. The Provider shall secure the complete original contents of children's records within one (1) month after the eligibility determination process is complete, or termination of this agreement and forward to the Part C office (ITDD) for proper storage.

4. The Provider must comply with Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Family Education Rights and Privacy Act (FERPA – 34 CFR, Part 99) requirements to ensure confidentiality of children and families served.
5. The Provider shall retain copies all records (including child records) for at least three (3) years following final closeout of the grant.

### **C.6.6 Monitoring**

1. The Infants and Toddlers with Disabilities Division shall monitor and evaluate the performance of the Provider according to the scope of work and related service delivery standards set forth in the agreement. The Grant Administrator or his/her designee will make periodic scheduled and unscheduled site visits during the grant period to monitor the implementation of the scope of work and terms and conditions.
2. The Provider shall provide the Grant Administrator and other authorized representatives of the District, such access to its facilities, records, clients and staff as may be necessary for monitoring purposes.
3. The Office of the State Superintendent of Education shall assign a staff person to monitor the project. The Grant Monitor shall review all written policies and procedures applicable to the project, review all monthly progress reports, conduct quarterly site inspections, and hold periodic conferences with the Provider to assess the grant's performance in meeting the requirements of the grant agreement.

### **C.6.7 Evaluation**

1. The Grant Administrator shall be authorized to assess the Provider's performance with respect to accomplishing the purposes of the grant agreement. Specifically, the Provider's performance shall be assessed to determine the quality of the services delivered and the Provider's ability to deliver services according to the scope of services, performance standards and deadlines established in the agreement.
2. The Provider shall also provide a yearly evaluation to validate the provision of services as outlined in the grant agreement, provide a report on performance standards and identify accomplishments or challenges related to implementation of the work plan.

## **SECTION D: GENERAL AGREEMENT PROVISIONS**

### **D.1 INSURANCE**

The Provider, when requested, must be able to show proof of all insurance coverage required by law. All contractors that receive awards under this Human Care Agreement must show proof of insurance prior to receiving funds.

### **D.2 AUDITS**

The Provider shall maintain an accounting system, which conforms to the generally accepted accounting principles and which will permit an audit of all income and expenditures received or disbursed in the provision of services under this grant. At any time or times before final payment and three (3) years thereafter, the District may have the contractor's expenditure statements and source documentation audited.

The Provider shall obtain an independent audit of program expenditures in accordance with P.L. 98-502 (the "Single Audit Act") and Office of Management and Budget Circular A-133, Audit of Institutions of Higher Education and other Non-profit Institutions. Two copies of the audit shall be submitted to the OSSE Grant Administrator.

### **D.3 NONDISCRIMINATION IN THE DELIVERY OF SERVICES**

In accordance with Title VI, of the Civil Rights Act of 1964, (Public Law 88-352), as amended, no person shall, on the grounds of race, color, religion, nationality, sex, or political opinion, be denied the benefits of, or be subjected to discrimination under any program or activity receiving funds.

### **D.4 Performance Standards**

The Provider shall develop a work plan and performance standards by which the success of implemented activities will be measured. Performance Standards must include but are not limited to:

1. Of those served the number of infants or toddlers who received complete and appropriate eligibility evaluations and initial IFSPs in accordance with federal requirements within the forty-five (45) day timeline. Documented reasons for exceeding the 45-day timeline must be provided to ITDD in all instances.
2. Of those served, the number of infants or toddlers who received comprehensive re-assessments in accordance with the federal requirements;
3. Of those served, the number of infants or toddlers who received service coordination supports and the type of supports received;
4. The number of activities completed that increase the public's awareness of early intervention services and the number of reverse referrals received by ITDD;
5. The number and type of activities that involved input from families and the results of those activities;

6. The numbers of families responding to the Office of Special Education Programs Family Satisfaction Survey and the level of satisfaction identified;
7. The number and kinds of professional staff providing services and their qualifications and experience; and
8. The number and types of training opportunities offered to staff and the number of staff participating.

## **D.5 Budget Development**

Payment for services under this program area is based on fee-for-service. The Provider may develop a budget using the specific fee schedule developed for eligibility evaluations. See attachment "A" for the Eligibility Evaluation Fee Schedule. The Provider may not include a budget for staff salaries and wages for the implementation of this program area. Permissible line items for billing using the OSSE 1713 (billing invoice form) include:

Line Item 5: Travel and Transportation

Line Item 6: Supplies and Equipment

Line Item 8: Client Costs

Line Item 10: Other Direct Costs

Line Item 11: Indirect Costs/Overhead (may not exceed 10% of the total grant award)

## **D.6 REFERRAL PROCEDURES**

**D.6.1** The Provider shall provide services to clients when referred by ITDD and authorized utilizing the ITDD Request for Eligibility Determination form that shall be given to the Provider after award of a Human Care Agreement Task Order.

**D.6.2** The Provider shall not provide any services to a client unless the client has been referred to the Provider utilizing an executed ITDD referral form. If a client reports for services and the Provider does not have an executed ITDD referral form for that client, the Provider shall inform the client that services cannot be rendered and that client will be notified by ITDD. The Provider shall notify ITDD immediately.

**D.6.3** The Provider shall gain knowledge of each client referred by utilizing available social history, available reports or developmental assessments, available medical history, available family information and other pertinent data, as appropriate, and as mutually agreed upon by the District and the Provider.

## **D.7 DISCHARGE PROCEDURES**

**D.7.1** The Provider shall not discharge any clients and clients shall remain in the program until ITDD agrees upon termination. Decisions to terminate participation

shall be made through case conferencing and client progress reviews. ITDD shall resolve differences of opinion regarding participation.

**D.8 DELIVERABLES**

The Provider shall provide the deliverables in accordance with the deliverable schedules that follow:

**D.8.1 Developmental Assessment/Re-assessment and IFSP**

<b>Deliverable</b>	<b>Method of Delivery</b>	<b>Due Date</b>
Eligibility Evaluation Report	1 hard copy of the report to be submitted in a format specified by ITDD including: <ul style="list-style-type: none"> <li>- Recommendations for services including type, range of possible frequency and duration;</li> <li>- Recommendations for outcomes;</li> <li>- Recommendations for strategies to address outcomes</li> </ul>	The original copy of the report shall be prepared and submitted to ITDD within fourteen (14) calendar days of completion of the assessment
IFSP	The IFSP shall be completed in it's entirety during the IFSP meeting.	The original copy of the IFSP shall be prepared and submitted to ITDD within 3 business days of its completion

Child Outcomes Summary Form (COSF)	The COSF shall be completed in its entirety during the IFSP meeting.	The original copy of the COSF shall be prepared and submitted to ITDD within 3 business days of its completion
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**D.8 QUALIFIED PERSONNEL**

The qualified personnel specified in this human care agreement are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified qualified personnel for any reason, the Provider shall notify the Contracting Officer at least thirty (30) calendar days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit assessment of the impact on this human care agreement. The Provider shall not reassign these qualified personnel or appoint replacements, without written permission from the Contracting Officer. The qualified personnel for this human care agreement are as follows:

- (1) Audiologists;
- (2) Family therapists;
- (3) Nurses;
- (4) Nutritionists;
- (5) Occupational therapists;
- (6) Orientation and Mobility Specialists;
- (7) Pediatricians and other Physicians;
- (8) Physical therapists;
- (9) Psychologists;
- (10) Social Workers;
- (11) Special Educators; and
- (12) Speech and Language Pathologists.

**D.9 Compliance With Service Rates**

**D.9.1** All human care services shall be provided and the District shall only pay, in accordance with the service rates shown in Part I, Section B, Human Care Services Rates. If any overpayment occurs, the Provider shall repay the District the full

amount of the overpayment.

**D.9.2** The Provider shall be bound by its budget submitted as part of the Human Care Agreement and approved by the District as the Provider's best and final offer.

**D.10** **Service Plan**

**D.10.1** The Provider shall adhere to its service plan that includes their methodology for providing the services stated in Section C.

**D.11** **Eligibility**

Eligibility to provide services under this Agreement shall be determined and re-determined by the District, as applicable, in accordance with prescribed procedures. The Provider shall be subject to written determination that it is qualified to provide the services and shall continue the same level of qualifications, subject to a review by the District, according to the criteria delineated in 27 DCMR, Chapter 19, Section 1905.6, as amended Attachment 3.

**D.12** **District Requirements**

**D.12.1** OSEP will authorize and refer all customers to the Provider prior to the provision of services.

**D.12.2** OSEP will be financially responsible for only those specific services included in the referral as those required of the Provider, each of which must be authorized prior to the provision of the services in conjunction with determination of payor (i.e. Medicaid or sliding fee scale).

**D.12.3** OSEP will develop, in conjunction with the family, an Initial Individualized Family Service Plan after the contractor has provided an evaluation or assessment and determined eligibility for a referred customer.

## **SECTION E – HUMAN CARE SERVICE DELIVERY AND PERFORMANCE**

### **E.1 Term of Agreement**

The term of this Human Care Agreement shall be for a period of one (1) base year and four (4) option years subject to the availability of funds for any period beyond the end of the fiscal year in which the Agreement is awarded.

**E.1.1** If the Provider fails to perform its obligations under this Agreement in accordance with the Agreement and in a timely manner, or otherwise violates any provision of this Agreement, the District may terminate this Agreement upon serving written notice of termination to the Provider in accordance with Sections 7, 9 and 20 of the Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Government Supply and Services Contracts, dated November 2004, hereafter referred to as “Standard Contract Provisions.”

**E.1.2** The District reserves the right to cancel a task order issued pursuant to this Agreement upon thirty (30) days written notice to the Provider.

**E.1.3** The original record for all children served must be returned to ITDD within one (1) month of any contract termination or cancellation.

### **E.2 Agreement Not A Commitment Of Funds Or Commitment To Purchase**

**E.2.1** This Agreement is not a commitment by the District to purchase any quantity of a particular good or service covered under this Agreement from the Provider. The District shall be obligated only to the extent that authorized purchases are actually made by purchase order or task order executed pursuant to this Agreement.

### **E.3 Option to Extend Term of the Agreement**

**E.3.1** The District Government may extend the term of this contract for a period of four (4) one (1) year option periods, or fractions thereof, by written notice to the Provider prior to expiration of the Agreement; provided that the District gives the Provider written notice of its intent to extend at least thirty (30) days before the Agreement expires. The preliminary notice does not commit the District to an extension. The Provider may waive the thirty (30) day notice requirements by providing a written notice to the Contracting Officer.

**E.3.2** The service rates prices for the option periods shall be as specified in Part I, The Service Rate, Section B.

- E.3.3** If the Government exercises an option, the extended Agreement shall be considered to include this option provision.
- E.3.4** The total duration of this Agreement including the exercise of any options under this clause shall not exceed five (5) years.
- E.3.5** Should the District exercise the Human Care Agreement option for option number 3, the Provider will be required to complete a new Contractor Qualification Record.

## **SECTION F – HUMAN CARE ADMINISTRATION**

### **F.1 Contracting Officer/Human Care Agreement Administration**

**F.1.1** The Contracting Officer is the only District official authorized to bind contractually the District through signing a Human Care Agreement or documents relating to the Human Care Agreement. All correspondence to the Contracting Officer shall be forwarded to:

Name of Contracting Officer	Jean Wright
Address	Department of Human Resources 64 New York Avenue, 6 <sup>th</sup> Floor Washington DC 20002
Telephone	202-671-4463

### **F.2 Contracting Officer’s Technical Representative**

**F.2.1** The Contracting Officer’s Technical Representative (COTR) is the representative responsible for the general administration of this human care agreement and advising the Contracting Officer as to the compliance or noncompliance of the Provider with this Human Care Agreement. In addition, the COTR is responsible for the day-to-day monitoring of this Agreement, of ensuring that the work conforms to the requirements of this Agreement and such other responsibilities and authorities as may be specified in the Agreement. The Contracting Officer’s Technical Representative is not authorized or empowered to make any changes or revisions to this agreement. The COTR for this Agreement is:

Dr. Beverly Jackson  
Office of Special Education Programs  
Infants and Toddlers with Disabilities Division  
Office of the State Superintendent of Education  
717 14<sup>th</sup> Street, NW, Suite 1200  
Washington, DC 20005  
Telephone Number: (202) 727-5853

The COTR’s Technical Representative is:

Badiyah Mushirah-Sharif  
Office of Special Education Programs  
Infants and Toddlers with Disabilities Division  
Office of the State Superintendent of Education  
717 14<sup>th</sup> Street, NW, Suite 1200  
Washington, DC 20005  
Telephone Number: (202) 727-6451

### **F.3 Contact Person**

**F.3.1** For procurement information regarding this Human Care Agreement contact:

Name of Contracting Officer	Jean Wright
Address	Department of Human Resources 64 New York Avenue, 6 <sup>th</sup> Floor Washington DC 20002
Telephone	202-671-4463

### **F.4 Ordering and Payment**

**F.4.1** The Provider **shall not** provide services under this Agreement unless the Provider is in actual receipt of a purchase order or task order for the period of the service or treatment that is signed by a Contracting Officer.

**F.4.2** All purchase orders or task orders issued in accordance with this Agreement shall be subject to the terms and conditions of this Agreement. In the event of a conflict between a purchase order or a task order and this Agreement, the Agreement shall take precedence.

**F.4.3** If mailed, a purchase order or task order shall be considered “issued” by the District when deposited in the mail. Orders may be transmitted electronically.

**F.4.4** In order to constitute a proper invoice request for payment, each invoice shall include the following information:

- (1) Provider name and address;
  - (2) Invoice date, number and total amount due;
  - (3) Period or date of service;
  - (4) Description of service;
  - (5) Quantity of services provided or performed;
  - (6) Contract Line Item Number (CLIN), as applicable to each purchase order or task order
  - (7) Purchase order or task order number;
  - (8) Human Care Agreement Number;
  - (9) Federal Tax Identification Number;
  - (10) Any other supporting documentation or information, as required;
- and
- (11) Name, title and telephone signature of the preparer.

**F.5** Payment shall be made only after performance by the Provider under this Agreement as a result of a valid purchase order or task order of the agreement, or the purchase order/task order, in accordance with all provisions thereof.

**F.6** **Cost Reimbursement Ceiling**

**F.6.1** Cost reimbursement ceilings for this project shall not exceed \$35,000.00 per year as specified in Section B – Human Care Services and Services Rates the contract.

**F.6.2** The costs for performing this contract shall not exceed the cost reimbursement ceiling for each cost category as set forth in the contract.

**F.6.3** The Provider agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the cost reimbursement ceilings.

**F.6.4** The Provider shall notify the Contracting Officer, in writing; whenever it has reason to believe that the total cost for the performance of this contract will be either greater or substantially less than the cost reimbursement ceilings.

**F.6.5** As part of the notification, the contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.

**F.6.6** The District is not obligated to reimburse the Provider for cost incurred in excess of the cost reimbursement ceiling for each cost category listed in the Contract and the Provider is not obligated to continue performance under this contract (including actions under the Termination Clause of this contract), or otherwise incur costs in excess of the cost reimbursement ceilings for each cost category listed in the Contract, until the Contracting Officer notifies the Provider, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceilings for performing this contract.

**F.6.7** No notice, communication, or representation in any form from any person other than the Contracting Officer shall change the cost reimbursement ceilings. In the absence of the specified notice, the District is not obligated to reimburse the Provider for any cost in excess of the cost reimbursement ceilings, whether such cost were incurred during the course of contract performance or as a result of termination.

**F.6.8** If any cost reimbursement ceiling for each cost category listed in the Contract is increased, any costs the Provider incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

**F.6.9** A Change Order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling for each cost category as set forth in the Contract, unless the Change Order specifically increases the cost reimbursement ceiling.

## PART II

### SECTION G – AGREEMENT CLAUSES

#### **G.1 Standard Contract Provisions Incorporated by Reference**

The Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Government Supply and Services, dated April, 2003 hereafter referred to as the Standard Contract Provisions” are attached and reference into this Agreement, and shall guide the relationship of the parties as contained in this Agreement. By signing this Agreement, the Provider agrees and acknowledges its obligation to be bound by the Standard Contract Provisions.

#### **G.2 Laws and Regulations Incorporated By Reference**

By signing this Agreement, the Provider certifies, attests, agrees, and acknowledges to be bound by the following stipulations, representations and requirements of the provisions of the following laws, acts and orders, together with the provisions of the applicable regulations made pursuant to the laws, and they are incorporated by reference into this Agreement.

#### **G.3 Confidentiality**

All services or treatment performed by the Provider pursuant to this Agreement shall be treated in a confidential manner and the Provider shall not release any information relating to a recipient of the services or otherwise as to the provision of these services or treatment to any individual other than an official of the District connected with the provisions of services under this Agreement., except upon the written consent of the individual referral, or in the case of a minor, the custodial parent or legal guardian of the individual referral.

#### **G.4. Tax Compliance Certification**

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

#### **G.5 Amendments**

This Agreement constitutes the entire Agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Agreement are superseded by this Agreement. The Contracting Officer may, at any time, by written order and without notice to a surety, if any, make amendments or changes in the

Agreement within the general scope, services, or service rates of the Agreement. The Contracting Officer may make purely clerical or administrative corrections by amendment in writing to the Agreement with written notice to the Provider.

## **G.6 Subcontracts**

The Provider shall not subcontract any of the work or services provided in accordance with this Agreement to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service that may be subcontracted shall be performed pursuant to a written subcontract agreement, which the District shall have the right to review and approve prior to its execution. Any such subcontract shall specify that the Provider and the subcontractor shall be subject to every provision of this Agreement. Notwithstanding any subcontract approved by the District, the Provider shall remain solely liable to the District for all services required under this Agreement.

## **G.7 Provider Responsibility**

**G.7.1** The Provider bears primary 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.

**G.7.2** 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.

**G.7.3** The Provider's employees shall report all unusual incidents on the Unusual Incident Report (Attachment 11), including allegations of abuse or neglect, involving any patient that is provided with services or treatment by the Provider by telephone to OSEP, and followed up by a written report to OSEP within forty-eight (48) hours of the unusual incident.

**G.7.4** The Provider shall at all times obtain the prior written approval from the contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, issue any material for publication through any medium of communication bearing on the work performed or data collected under this agreement.

## **G.8 Drug-Free Work Place Clause**

In signing and submitting this Agreement, the Provider certifies, attest, agrees, and acknowledges that the Provider has received a signed copy of the Drug-Free

Workplace requirements and shall maintain compliance with the requirements for the term of this Agreement

## **G.9 Insurance**

The Provider shall obtain the minimum insurance coverage set forth below within ten (10) calendar days after being called upon by the District to do so and keep such insurance in force throughout the period of the Human Care Agreement.

**G.9.1 Bodily Injury:** The Provider shall carry bodily injury insurance coverage within the comprehensive form of policy of at least five hundred thousand dollars (\$500,000) per occurrence.

**G.9.2 Property Damage:** The Provider shall carry property damage insurance of at least one hundred thousand dollars (\$100,000) per occurrence.

**G.9.3 Workers' Compensation:** according to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, employee for disease, \$500,000 policy limit disease. The Provider shall carry Worker's Compensation Insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this Agreement, and the Provider agrees to comply at all times with the provisions of local workers' compensation laws.

**G.9.4 Employer's Liability:** The Provider shall carry employer's liability of at least one hundred thousand dollars (\$100,000) per accident for injury and \$500,000 policy limit for disease.

**G.9.5 Automobile Liability:** The Provider shall carry \$1,000,000 per occurrence combined single limit.

**G.9.6 Professional Liability Insurance:** \$1,000,000 limits per claim (note: such insurance is typically called medical malpractice insurance for doctors, professional liability insurance for lawyers and nurses, and errors and omissions liability insurance for all other "professions" with a professional liability exposure).

## **G.10 Order of Precedence Clause**

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

**G.10.1** the Human Care Agreement

**G.10.2** Human Care Agreement Contractor Qualification Record

**G.10.3** District of Columbia Standard Contract Provisions For Use With The Supply and Services Contracts Dated November, 2004

**G.10.4** Attachments as specified and listed in Section F.12

**G.10.5** Purchase Order or Task Order

**G.11** **Attachments**

The following attachments are included and incorporated by reference into this Agreement:

**G.11.1** The Human Care Agreement Provider Qualifications Records, OCP Form 1900, (completed and executed) which is incorporated into this Human Care Agreement as Attachment 1.

**G.11.2** The Government of the District of Columbia Standard Contract Provisions for Use with District of Columbia Supply and Services, dated November, 2004, which is incorporated into this Human Care Agreement as Attachment 2.

**G.11.3** Notice of Final Rulemaking, 27 DCMR, Sections 1905 through 1908, which is incorporated into this Human Care Agreement as Attachment 3.

**G.11.4** Equal Employment Opportunity Compliance documents, including Mayor's Order 85-85, dated June 10, 1985, which is incorporated into this Human Care Agreement as Attachment 4.

**G.11.5** First Source Employment Agreement, which is incorporated into this Human Care Agreement as Attachment 5.

**G.11.6** Office of Tax and Revenue, Tax Certification and Business Tax Register Application (to be completed by Providers who do not currently have a Federal Employee Tax Identification Number (FEIN) issued by the Office of Tax and Revenue and those that do not have an unemployment Account Number issued by the Department of Employment Services) as Attachment 6.

**G.11.7** Tax Certification Affidavit, as Attachment 7

**G.11.8** Drug-Free Workplace Certification, as Attachment 8

**G.11.9** U.S. Department of Labor Wage Determination No. 1994-2103 Revision No. 32, dated May 27, 2004, which is incorporated into this Human Care Agreement as Attachment 9.

**G.11.10** Form DHR-1126 (1/75) Medical Report – Visual Disability as Attachment 10.

**G.11.11** Unusual Incident Report as Attachment 11.

Attachment A

**DEPARTMENT OF HUMAN SERVICES  
 OFFICE OF SPECIAL EDUCATION PROGRAMS  
 INFANTS AND TODDLERS WITH DISABILITIES DIVISION  
 ELIGIBILITY EVALUATION & RE-ASSESSMENT  
 FEE SCHEDULE**

The following fees shall be for services provided by the Part C/Early Intervention Program per 34 CFR 303 for a family of an eligible child who is not covered by Medicaid, Medicare or any other third party payor:

<b>SERVICE CATEGORY</b>	<b>FEE SCHEDULE</b>	<b>DEFINITION/DESCRIPTION OF SERVICE</b>
Multidisciplinary Developmental Evaluation	\$500.00	Two or more discipline represented completing evaluation in all five (5) developmental areas including vision and hearing screening results. Eligibility for Part C services is determined from this evaluation.
Individualized Family Service Plan Development (IFSP)	\$130.00 (Flat Rate)	An IFSP is a written plan for providing early intervention services to a child eligible under Part C and the child's family. The plan must be based on evaluation/assessment.
Assessment or Re-Assessment (Single Discipline)	\$240.00 (Flat Rate)	Assessments/Re-assessment are the ongoing procedures used by appropriate qualified personnel throughout the period of a child's eligibility under Part C to determine a child's strengths and needs and the services needed to meet those needs in one area of development.
Developmental Re-Assessment (All Five Developmental Areas Including Vision and	\$480.00 (Flat Rate)	Developmental re-assessment is the ongoing procedure used by appropriate qualified personnel annually after eligibility determination for a child's under Part C to determine a child's

Infants and Toddlers with Disabilities Division  
 Evaluation and Assessment

<b>SERVICE CATEGORY</b>	<b>FEE SCHEDULE</b>	<b>DEFINITION/DESCRIPTION OF SERVICE</b>
Hearing Screening Results)		strengths and needs and the ongoing services needed to meet those needs in all five (5) areas of development. Re-assessment is used to re-write the IFSP.
Vision Screening	\$80.00 (Flat Rate)	Performed as part of eligibility determination or re-assessment
Hearing Screening	\$80.00 (Flat Rate)	Performed as part of eligibility determination or re-assessment
Paper Review (child with existing documentation)	\$80.00 per review hour	Performed when a child is referred with existing evaluations, medical reports, etc. that may contribute to eligibility determination and identification of service needs

Per Code of Federal Regulations; Title 34 - Education; Part 303 – Early Intervention Program For Infants and Toddlers With Disabilities and Infants and Toddlers With Disabilities Division current policies and procedures

Fee Schedule-ITDD-01/07