

HUMAN CARE AGREEMENT

1. Human Care Agreement Number DCJM-2013-H-0002	2. Date of Award See Block 13C	3a. Date Solicitation Issued September 4, 2012	3b. Date Solicitation Closes March 29, 2013
4. Issued by: Department on Disability Services Office of Contracts and Procurement 1125 – 15 th Street NW., 9 th Floor Washington, DC 20005-2717	5. Administered by: Department on Disability Services Rehabilitation Services Administration (RSA) 1125 – 15 th Street, NW., 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: Office of the Chief Financial Officer Department on Disability Services Attn: Accounts Payable P.O. Box 54047 Washington, DC 20032-0247	8. DISTRICT SHALL SEND ALL PAYMENTS TO: Address in Block 6
---	---

9. DESCRIPTION OF HUMAN CARE SERVICE AND RATE COST

LINE ITEM	NIGP CODE	BRIEF DESCRIPTION OF HUMAN CARE SERVICE	QUANTITY OF SERVICE REQUIRED	TOTAL SERVICE UNITS	SERVICE RATE	TOTAL AMOUNT
0001-0003	952-0000	Supported Employment Services For VR Clients with Significant or Most Significant Disabilities	See Individual Task Orders	See Individual Task Orders	SEE SECTION B	See Individual Task Orders
0004-0005		Evidence Based Supported Employment Services				
0006-0008		Job Placement Services				
0009-0011		Assessments, Vocational Training and Work Adjustment Services for VR Clients with Significant or Most Significant Disabilities				
0012		Trial Work for VR Clients with Significant or Most Significant Disabilities				
0013		Cost Reimbursement for Employment Supplies				
0014-0017		Employment Benefit Analysis and Planning				
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: September 30, 2013
--------------------------------------	--

HUMAN CARE AGREEMENT SIGNATURES

Pursuant to the authority provided in DC Law 13-155, this HUMAN CARE AGREEMENT is being entered into between the Provider/Contractor specified in block 6 of this document. The Provider/Contractor is required to sign and return two signed copies of this document to the Contracting Officer of the Issuing Office stated in block 4 of page 1 of this document. The Contractor further agrees to furnish and deliver all items or perform all the services set forth or otherwise identified within this Human Care Agreement and on any continuation sheets or appendices for the consideration stated herein. The rights and obligations of the parties to this Human Care Agreement shall be subject to and governed by the following documents: (a) this Human Care Agreement, (b) the Standard Contract Provisions For Use with District of Columbia Government Supply and Services Contracts, dated March 2007; (c) Any other provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. This Human Care Agreement between the signatories to this document constitutes the entire agreement of the parties.

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

PART 1

THE SCOPE OF HUMAN CARE SERVICES

SECTION B – HUMAN CARE SERVICES AND SERVICE RATES

The Office of Contracting and Procurement, on behalf of the Department on Disability Services (DDS), Rehabilitation Services Administration (RSA) hereafter referred to as the “**District**,” is seeking providers for the purchase of vocational rehabilitation human care services, to include A) Supported Employment Services, B) Evidenced –based Supported Employment, C) job placement services; D) assessments, vocational training and work adjustment services and trial work for persons with disabilities; E) employment benefit analysis and planning; and F) other vocational services that provide direct services to persons with disabilities pursuant to the Human Care Agreement Amendment Act of 2000. effective (D.C. Law 13-155, amending D.C. Official Code, Sections, 2-301.07, 2-303.02, 2-303.04(g), 2-303.06(a).

- B.1** The District contemplates the award of multiple agreements to the responsible providers whose offer will be most advantageous to the District based on their pre-qualification data and prices. The number of Agreements will be based on the capacity of providers to fulfill the estimated hours as stated herein;
- B.2** The Provider may bid on one or more of the service categories stated below under Service Description. However, vocational services are not limited to the categories listed below. This HCA covers any vocational services that the Provider describes and that is accepted by the District;
- B.3** This is a human care agreement based on fixed-unit prices. 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.6, Price Schedule:
- B.4 Pricing Structure:** The pricing structures described in this section are identified by the specific services to be provided.
- B.4.1 Supported Employment and Evidence Based Supported Employment, CLINs 0001-through 0005**
- B.4.1.1. Intake and Assessment**
- Intake and assessment activities shall be billed at a fixed rate. Contractor shall schedule to meet with client within two (2) weeks after receiving the referral. If the client fails to meet scheduled appointment or contractor is unable to contact the referred client within the two (2) week period, the Contractor shall return the referral package to the referring counselor and copy the COTR found at **C**.

B.4.1.2. Job Development/Placement Services

Job development/placement services shall be billed at a fixed rate. If the client decides to change the vocational goals after the client is referred to the Contractor, the Contractor shall notify the client's counselor for an IPE amendment.

B.4.1.3. Individual Employed Ninety (90) Days

Individual employed for ninety (90) days and case closure shall be billed at a fixed rate. **This service includes job retention, follow-up and coaching services.**

B.4.1.4. Evidence Based Supported Employment

Evidence based supported employment providers, CLINs 0004 through 0005, must be District of Columbia Department of Mental Health (DMH) approved contracted providers before submitting an application for approval in response to this HCA.

Evidence Based Supported Employment Contractors shall bill at the rate negotiated included their DMH Contract. RSA will fund job development and job coach services included in the DMH contract.

B.4.2 Job Placement Services For Persons with Disabilities, CLINs 0006 through 0008.**B.4.2.1 Referral/Job Readiness Skills**

Referral and job readiness activities shall be billed at a fixed rate. Contractor shall schedule to meet with client within two (2) weeks after receiving the referral. If the client fails to meet scheduled appointment or contractor is unable to contact the referred client within the two (2) week period, the Contractor shall return the referral package to the referring counselor and copy the COTR found at **C**.

B.4.2.2 Job Development/Placement Services

Job development/placement services shall be billed at a fixed rate. If the client decides to change the vocational goals after the client is referred to the Contractor, the Contractor shall notify the client's counselor for an IPE amendment.

B.4.2.3 Individual Employed Ninety (90) Days

Individual employed for ninety (90) days and case closure shall be billed at a fixed rate paid in 30 day intervals. **This service includes job retention, follow-up and coaching services.**

B.4.3 Work Adjustment Services, CLINs 0009 through 0011.

Contractor shall provide an five (5) day assessment of the client's vocational potential. After the initial five (5) day assessment, the provider shall send a written report to the client's rehabilitation counselor with recommendations that include the scope of services for a period of up to 60 days. This service shall be billed at a fixed daily rate. If

individuals need additional services, the Contractor shall contact the client’s counselor for additional authorization.

B.6 PRICE SCHEDULE

BASE YEAR

SUPPORTED EMPLOYMENT SERVICES (RSA)

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>SERVICE RATE</u>
0001	Individuals referred for Supported Employment Services – Intake and Assessment	\$ _____
0002	Individual participating in Job Development Services/Placement	\$ _____
0003	Individual employed for over 90 days- case closure	\$ _____
	Total Estimated Amount per Person	\$ _____

EVIDENCE-BASED SUPPORTED EMPLOYMENT

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>SERVICE RATE</u>
0004	Clients with serious mental illness or serious emotional disturbance participating in Job Development Services/Placement	\$ _____
0005	Clients with serious mental illness or serious emotional disturbance employed for over 90 days- case closure	\$ _____
	Total Estimated Amount per Person	_____

JOB PLACEMENT SERVICES FOR VOCATIONAL REHAB CLIENTS

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>SERVICE RATE</u>
0006	Intake and Assessment	\$ _____
0007	Job Development/Job Placement	\$ _____

0008 Individual employed for over 90 days- case closure \$ _____

Total Estimated Amount per Person \$ _____

WORK ADJUSTMENT SERVICES FOR VOCATIONAL REHAB CLIENTS

Daily Unit Rate

0009 Work Adjustment Training for individuals with significant and serious mental illness \$ _____

0010 Vocational Work Adjustment Training for individuals with the most significant disabilities with emphasis on transitional employment \$ _____

0011 Vocational and Work Adjustment Training and a Work Placement Program for individuals with significant disabilities \$ _____

0012 Situational assessments/trial work period in integrated setting consistent with informed choice for individuals with the most significant disabilities to obtain a more accurate profile of the individual’s employment skills, needs, abilities, social and interpersonal skills, and accommodations \$ _____

Cost Reimbursement for Employment Related Expenses

0017	Cost Reimbursement to cover clothing/footwear; employment related supplies, certifications required for employment, employment background checks and transportation expenses	Not to exceed \$1,000 per person
------	--	----------------------------------

Employment Benefit Analysis and Planning

		Unit	Rate
0013	Orientation	1-2 Persons per Orientation	\$ _____
0014	Benefit Analysis and Plan	Per Person	\$ _____
0015	Benefit Employment Management Report	Per Month	\$ _____
0016	Student Earned Income Exclusion Submission and Approval	Per Person	\$ _____
0017	1619b-Submission and Approval	Per Person	\$ _____
0018	Blind Work Expense Under BERM— Submission and Approval	Monthly	\$ _____
0019	Impairment Related Work Expense Under BERM-Submission and Approval	Monthly	\$ _____
0020	Plan For Achieving Self Support—	Per Person	\$ _____

	Submission		
0021	Plan For Achieving Self Support— Approval	Per Person	\$ _____
0022	Property Essential For Self Support— Submission and Approval	Per Person	\$ _____
0023	Special Conditions and Subsidies— Development and Submission	Per Person	\$ _____
0024	Special Conditions and Subsidies— Approval	Per Person	\$ _____
0025	Expedited Reinstatement—Development and Submission	Per Person	\$ _____
0026	Expedited Reinstatement—Per Person	Per Person	\$ _____

*If billing exceeds 80% of the specified amount, client progress will be evaluated to determine if significant progress is being made toward the goal.

* Client progress will be evaluated on a monthly basis

*Monthly progress reports are required before payment can be processed

*A determination of fair and reasonable price will be based on approved DC Medicaid Waiver rates for providing comparable services in the District. Rates charged to the District shall not exceed the Provider’s rates charged to the Provider’s most preferable customers.

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 Department on Disability Services, Rehabilitation Services Administration (RSA) is mandated by Title I of the Rehabilitation Act of 1973 as amended by Title IV of the Workforce Investment Act of 1998, P.L. 105-220 to assist persons with disabilities to prepare for, secure, retain, or regain employment that is consistent with the applicant's unique strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice. National statistics indicate that persons with disabilities are significantly underemployed and unemployed. Therefore, persons with cognitive and developmental disabilities need vocational rehabilitation services and supported employment services that will lead to suitable employment outcome. Additionally, evidenced-based supported employment is an employment model for Clients (18) years of age and over with serious mental illness or serious emotional disturbance. It is designed for clients with the most significant disabilities for which competitive employment has been interrupted or intermittent as a result of a significant disability. Evidenced-based supported employment involves community-based employment in integrated work settings that is consistent with the strengths, resources, priorities, concerns, abilities, interests and informed choice of the Client. This is also true in the District of Columbia. Persons with severe mental illness and who are hearing impaired who often need assistance to develop independence in the home, community and workplace.

C.1.3 The District Rehabilitation Services Administration is required to:

C.1.3.1 Assist individuals with disabilities in becoming self-sufficient, independent in the home and community by empowering such persons to choose, prepare for, secure, regain or retain gainful employment through the provision of authorized vocational rehabilitation services, supported employment services and independent living services;

C.1.3.2 Perform quality disability determinations of claims and application for Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI) benefits; and

C.1.3.3 Provide remunerative employment opportunities for eligible legally blind individuals through the training and licensure of blind vendors and development of Randolph Sheppard Vending facilities;

C.1.4 RSA provides services to persons who have been determined by RSA to have the presence of a disability that causes an impediment to employment or independent living and that requires rehabilitation services for amelioration that will lead to employment or improved independence in the home and/or community. The services are provided in the following manner: 1) Review assessment to determine eligibility and service needs; 2) Eligibility decision; 3) Development of an Individualized Plan for Employment (IPE); 4) Service Implementation and 5) Closure defined either as successfully employed upon the

completion of ninety (90) days on the job or successful completion of an Independent Living Program.

C.1.5 The individuals shall be either presently involved in the RSA program for services, or in need of such services and are eligible to receive vocational rehabilitation services and are residents of the District of Columbia. Some of the individuals referred may have multiple disabilities, both physical and/or mental. In addition, the individuals may be unable to speak English and may require a language translator, while other individuals may require an interpreter who uses American Sign Language. The languages of the non-English speaking population referred may include but not be limited to Spanish, French, Portuguese, Amharic, Mandarin, Taiwanese, Cantonese, and Vietnamese.

C.2 Scope of Human Care Service

C.2.1 Subject to the continuing availability of funds, the District may purchase and the provider shall provide the human care services specified in Sections C.2.3 through C.15 of the Human Care Agreement.

C.2.2 DDS, RSA is seeking Provider(s) to provide A) Supported Employment Services for intellectually or developmentally delayed individuals who are persons with disabilities; B) evidenced-based supported employment services for individuals (18) years of age and over with serious mental illness or serious emotional disturbance who are residents of the District of Columbia; C) Job Placement services and D) assessments, vocational training and work adjustment services in accordance with the requirements stated herein for each service. The Providers shall insure that each employment specialist manages a caseload up to 25 consumers. Providers shall notify RSA Counselor and Contract Administrator in writing whenever a client discloses that he/she is using illicit drug. The Provider shall resume services after RSA has addressed treatment issues.

C.2.3 Supported Employment

C.2.3.1 The Provider's Supported Employment services programs shall include ongoing support services, individual placements, group placements, benefit planning and asset management, vocational evaluations, and situational assessments.

C.2.3.2 The Provider's goal is an individual placement in competitive employment with supports. However, the desires, interests and skill level of the consumer may dictate one of the other types of placements described. Combinations of types is permissible, such that an individual may work some days of the week in an individual placement and some days in another form of supported employment as detailed above. The practice of transitional employment may also be used in determining the appropriate employment type and location.

C.2.4 Evidence Based Supported Employment

C.2.4.1 The Providers shall establish and operate evidence-based supported employment programs for RSA and its clients. The Providers shall design and implement

individualized supports both on and off the work site or both as determined by the client's needs and expressed interests.

- C.2.4.2** The Providers shall accept referrals for evidenced-based supported employment Services from RSA.
- C.2.4.3** The Providers shall operate an evidence-based, client oriented; supported employment program for clients providing ongoing work-based vocational assessments, job development, job placement, development of natural supports and time unlimited follow-along for each client.
- C.2.4.4** The Providers shall provide evidence-based supported employment services at various work sites throughout the District of Columbia and Metropolitan Washington areas.
- C.2.4.5** The Providers shall have zero eligibility requirements governing the enrollment of clients in the evidence-based supported employment program. For example, clients shall not be excluded from participation due to a lack of job readiness, Substance abuse, a history of violent behavior, minimal intellectual function or the presence of the symptoms of mental illness.
- C.2.4.6** The Providers shall insure that employment specialists provide all phases of evidenced-based supported employment services including engagement, assessment, job placement and follow-along supports.
- C.2.4.7** The Providers shall insure that employment specialists are integrated as part of mental health treatment teams with shared decision making. Employment specialists will attend regular treatment team meetings and have frequent contact with treatment team members.
- C.2.4.8** The Providers shall insure that employment specialists provide job options that are diverse, competitive, integrated with co-workers without disabilities and based in business or employment settings that have permanent status rather than temporary or time-limited status.
- C.2.4.9** The Providers shall insure that employment specialists begin the job search Process immediately after the Client enters the program based on his/her preference relating to what they enjoy and their personal goals and needs (including experience, ability, symptomatology, health and how each affects a good job match) rather than what jobs are readily available.
- C.2.4.10** The Providers shall insure that employment specialists provide follow-along supports for the employer and Client on a time unlimited basis. Employer Supports may include education and guidance. Consumer supports may include crisis intervention, job coaching, job support groups, transportation, treatment changes, (medication) and networked supports (friends/family).
- C.2.4.11** The Providers shall insure that employment specialists provide assertive engagement and outreach (telephone, mail and community visits) as needed.

C.2.4.12 The Providers shall insure that evidenced-based supported employment staff participates in ongoing training related to evidenced-based supported employment services provided by RSA.

C.2.5 Referral/Job Seeking Skills Job Development/Placement Services Job Stabilization Individual Employment over 90 days

Services shall be performed in the following sequence:

- 1) Assessment to determine eligibility and or services needed; Eligibility decision;
- 2) Situational Assessments/Trial Work Period
- 3) Development of an Individualized Plan for Employment Service Implementation;
- 4) Job Placement, including job readiness skill training; and Closure which is defined as either successful employment upon completion of ninety days on the job or successful completion of an Independent Living Program.

C.2.6 Assessments, vocational training and work adjustment services consist of the following:

- 1) Work Adjustment Training for Persons with Significant and Serious Mental Illness and;
- 2) Vocational Work Adjustment Training with Special Emphasis on Transitional Employment for an estimated ten (10) clients with Significant and Serious Mental Illness. These individuals may have been institutionalized, (e.g. St. Elizabeth's Hospital) or may be receiving outpatient treatment at a community mental health center. They will have significant and serious mental illness and may have more than one physical disability and/or a mental disability.
- 3) Vocational and Work Adjustment Training and a Job Placement Program for an estimated sixty (60) clients with cognitive disabilities who are eligible individuals with disabilities who are present in the District of Columbia.
- 4) Situational Assessment/Trial Work Period for an estimated sixty (60) individuals with various disabilities who are eligible individuals who are present in the District of Columbia.

Services shall be provided in the following sequence:

- 1) Assessment to determine eligibility and or services needed;
- 2) Eligibility decision;
- 3) Situational Assessments/Trial Work Period
- 4) Development of an Individualized Plan for Employment
- 5) Service Implementation; and

- 6) Closure which is defined as either successful employment upon completion of ninety (90) days on the job or successful completion of an Independent Living Program.

C.3. Definitions

- C.3.1 Advocacy** - Actions by an individual, group(s) of individuals, or association(s), on behalf of individuals with disabilities to insure that their interests and legal and human rights are safeguarded.
- C.3.2 Architectural Barriers** - Physical design and construction that limits the ability of an individual with a mobility or sensory impairment to move as freely as a person without such impairments.
- C.3.3 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 functional capabilities of individuals with disabilities. 29 CA 2202 (2).
- C.3.4 Case Management** - The administration of activities aimed at linking community resources to a consumer, through 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.3.5 Client-slots** - Services provided to one client per service from the facility or program.
- C.3.6 Competitive Employment** - Unsubsidized employment of individuals with disabilities where the pay is commensurate with that of persons without disabilities working in the same setting and where the majority of persons working in that setting are individuals without disabilities. Non-competitive federal appointments as defined in the Code of Federal Regulations, Section 5- 213.3102, Schedule A, (t) for hiring persons with mental retardation, Schedule A, (u) for hiring individuals with significant physical disabilities and Schedule A, (gg) for hiring persons with psychiatric disabilities are considered to be competitive placements for the purpose of this solicitation. This excludes NISH (formerly known as the National Industries for the Severely Handicapped) contracts received under the Javitts-Wagner O' Day Act.
- C.3.7 Competitive Placement** - Placement in the competitive labor market in an integrated setting. Individual is compensated at or above the minimum wage but not less than the customary wage and level of benefits paid by the employer for the same or similar work performed by individuals who do not have a disability.
- C.3.8 Computer Technology Training** - Training that teaches everything from keyboarding to accessing the internet. It focuses on "cutting edge" computer technology so that a person is prepared to secure entry level employment when the course is completed. The training shall include the use of scanners, magnification programs and voice input systems.

- C.3.9 Culturally Competent Training** - Training that meets the needs of all persons with disabilities including those who require the use of American Sign Language or those for whom English is not their first language.
- C.3.10 Disability** - physical, mental or emotional impairment, certified by a licensed professional that affects negatively one's ability to prepare for, secure, regain or retain employment.
- C.3.11 Deafness** - a hearing impairment of such severity that the individual may depend primarily upon visual communication such as writing, lip reading, manual communication, and gestures.
- C.3.12 Developmental Disability** - a severe chronic disability which:
- A** is attributable to a mental or physical impairment or combination of mental and physical impairments;
 - B** is manifested before the person attains the age of twenty-two;
 - C** is likely to continue indefinitely;
 - D** results in substantial functional limitations in three or more of the following areas of major life activity:
 1. self-care;
 2. receptive and expressive language; learning;
 3. mobility; self-direction
 4. capacity for independent living; economic self-sufficiency; and
 5. reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are lifelong or of extended duration and are individually planned and coordinated.
- C.3.13 DMH** – The Department of Mental Health
- C.3.14 Eligibility** - Presence of a significant disability, which results in a substantial impediment to employment; however, there must be a reasonable expectation of employability if supported employment services are to be provided.
- C.3.15 Employment Specialist(s)** –Employment staff who work for an evidence-based supported employment program.
- C.3.16 Enclave Model**--A small group of people with disabilities, up to six (6), are trained and supervised among employees who are not disabled at the host company's work site. Persons in the enclave work as a team at a single work site in a community business or industry.

- C.3.17 Follow-Along Service** – Supported services provided to individuals who have been placed in competitive employment, using a supported employment job coach model or a transitional employment model of placement and have stabilized to the point where job support is no longer needed at the job site on a frequent basis. It includes a minimum of two face-to-face contacts with the individual each month and at least one contact each month with the employer.
- C.3.18 Follow-up** – On-going supportive services needed to help the individual maintain employment outside the facility.
- C.3.19 Hard of Hearing** - hearing impairment resulting in a functional loss, but not to the extent that the individual must depend primarily upon visual communication.
- C.3.20 Human Care Agreement** - A written agreement for the procurement of education or special education, health, human or social services pursuant to D.C. Official Code, Section 2-303.06a, to be provided directly to individuals with disabilities and to individuals who are disadvantaged, displaced, elderly, indigent, mentally impaired, physically impaired, unemployed, or minors in the custody of the District of Columbia. The limitation of the human care agreement is specified in Section D.
- C.3.21 Human Care Services** - Education, or special education, health, human, or social services to be provided directly to individuals with disabilities and to individuals who are disadvantaged, displaced, elderly, indigent, mentally impaired, physically impaired, unemployed, or minors in the custody of the District of Columbia..
- C.3.22 Independent Living Services** - services specifically designed to reduce human dependency, increase self-reliance and fully utilize the productive capabilities of disabled persons.
- C.3.23 Individual/client** - One who is known to RSA and meets the eligibility requirements of this agency.
- C.3.24 Individual Assessment** – A method of measuring individuals’ strengths, resources, priorities, concerns, abilities, capabilities, interests and informed choice.
- C.3.25 Individual Record/Case Record** - A compilation of data that is developed in a logical, coherent, and readily understandable fashion that is consistent with the agency’s format that provides the basis for planning and evaluating the individual’s current status, their progress towards employment rehabilitation, and the nature of all services provided or secured for the individual.
- C.3.26 Individualized Plan for Employment (IPE)** - a plan developed with the client by the assigned rehabilitation counselor. It includes a vocational goal and the services required to reach a goal
- C.3.27 Individual Placement Model** – paid employment to individuals placed in an integrated work setting in the community that best suits his or her abilities and preferences. The model includes training on the job site in job skills and work-related behaviors, including social skills, by a job coach.

- C.3.28 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 individual and all members of the Interagency Committee concerned. It specifies objectives and goals and identifies a continuum of services to achieve those objectives and goals.
- C.3.29 Integrated Employment** – Employment in a setting where the majority of the persons employed do not have disabilities.
- C.3.30 Job Coach** -A person who provides on-the-job training in work skills, appropriate work related attitudes and behaviors, placement and follow-along assistance.
- C.3.31 Job Coach Model of Placement** - Job matching individual’s specific skills with training at a competitive work site in an integrated community setting.
- C.3.32 Job Placement** - Placement in 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. A key element of this service is that the individual becomes employed as a result of the job referral. Placement also entails preparing and assisting an individual to obtain appropriate employment by locating a job opening, assessing job requirements, matching job requirements to individual capabilities, assisting the individual to obtain the job and providing sufficient follow-up services to both individual and employer.
- C.3.33 Job Readiness and Job Retention Training** - Training designed to assist a person to secure and maintain employment. It includes resume writing, techniques for interviewing, appropriate behavior for interacting with co-workers and supervisors, negotiating leave, as well as work related issues or concerns that arise in the work setting.
- C.3.34 Maximize Potential for Independent Living** - means any independent living service that will enhance the ability of a person with significant disability(ies) to live and function independently within their family or community.
- C.3.35 Mobile Work Crew**--A small crew of persons with disabilities up to six (6) works as a distinct unit and operates as a self-contained business that generates employment for their crew members by selling a service.
- C.3.36 Natural Support Model** – Support services that are typically available to all workers in the workplace. Workplace supports may include, but are not limited to, such things as a co-worker mentor who assists an employee in learning the job, a supervisor who monitors work performance, a co-worker who assists the individual in developing social relationships, orientation training or other company sponsored training events, an employee assistance program and other supports that may be available.
- C.3.37 Person with Most Significant Disability(ies)** – Any person who has significant physical and/or mental impairments which substantially limit two or more functional capacities (such as mobility, communication, self-care, self-direction,

interpersonal skills, work tolerance or work skills); can be expected to require multiple vocational rehabilitation services over an extended period of time, has a record of impairment(s) or is regarded as having such impairment(s) and lives within the District of Columbia.

- C.3.38 Person with Significant Disability(ies)** - Any person who has significant physical and/or mental impairments which substantially limit one or more functional capacities (such as mobility, communication, self-care, self-direction, interpersonal skills, work tolerance or work skills); can be expected to require multiple vocational rehabilitation services over an extended period of time, has a record of impairment(s) or is regarded as having such impairment(s) and lives within the District of Columbia.
- C.3.39 Provider** - 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 Human Care Agreement with the District.
- C.3.40 Rehabilitation Act of 1973(P.L. 93-112, as amended** - Provides (under Title VII) independent living services to individuals with a significant disabilities who may not be able to attain a successful employment outcome and to others meeting eligibility criteria set forth in the State Plan for Independent Living Rehabilitation Services. States are mandated to provide these to services eligible individuals seeking independence in their homes and/or communities.
- C.3.41 Rehabilitation Act of 1973, as amended by (P.L. 105-220),** - the law that governs the provision of vocational rehabilitation services to persons with significant disability(ies) who may not be able to attain gainful employment and to others meeting eligibility criteria.
- C.3.42 Significant and Persistent Mental Illness** - persons who have received psychiatric treatment and who require on-going psychiatric support in order to perform activities of daily living.
- C.3.43 Situational Assessment/Trial Work Period** - a short term assignment at a specific work site to determine the client's skills, abilities and interest in employment. The assessment is usually short term in nature -one to two weeks.
- C.3.44 Small Business Model-** located within the community, may be up to six employees with disabilities, but not more than the number of employees without disabilities generating work and paying employees.
- C.3.45 Supported Employment** – Supported employment is defined as competitive work, compensated at least at minimum or prevailing wage, in integrated work settings, consistent with the strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice of the individuals with the most significant disabilities for whom competitive employment:
- a. has not traditionally occurred; or
 - b. has been interrupted or intermittent as a result of a significant disability; and

- c. who, because of their nature and severity of their disability, need intensive supported employment training services and extended support services to perform such work.

- C.3.46 Supported Employment Services** - Ongoing support services and other appropriate services needed to support and maintain an individual with a most significant disability in supported employment, that are provided singularly or in combination and are organized and made available to assist an eligible individual to achieve competitive employment; are based on an assessment of the needs of an eligible individual, as specified in an individualized plan for employment; and are provided by the designated State unit for a period of time not to extend beyond 18 months, unless under special circumstances the eligible individual and the rehabilitation counselor or coordinator involved jointly agree to extend the time in order to achieve the rehabilitation objectives identified in the individualized plan for employment.
- C.3.47 Task Order** -An order for services placed against an established Human Care Agreement by issuing a purchase order,
- C.3.48 Transitional Employment** – means a series of temporary job placements in competitive work in integrated work settings with on-going support services for individuals with the most significant disabilities.
- C.3.49 Vocational Assessment** - Cadre of tools used to determine an individual’s interests, aptitudes and abilities and to recommend training or placement or both training and placement.
- C.3.50 Vocational Objective** - A specific job related time-oriented statement that is set forth at the beginning of, and may be modified during, the individual’s rehabilitation program.
- C.3.51 Vocational Training** - Training, which leads to the acquisition of skills needed for employment.
- C.3.52 Voucher** - means a written authorization, to a service provider who has been awarded a human care agreement, to provide the services authorized in the agreement and described in the voucher directly to an individual identified in writing.
- C.3.53 Work Adjustment** – A program designed to enhance the individual’s work behavior, necessary for self-maintenance at the worksite. The program may include, but is not limited to, personal hygiene and care, travel training, completion of business transactions, job seeking skills, development of socially appropriate behavior at the work site, increased productivity and enhanced understanding of the demands of employment.

SECTION I – SUPPORTED EMPLOYMENT & EVIDENCE BASED SUPPORTED EMPLOYMENT SERVICES

C.4. Service Requirements**C.4.1. Supported Employment Intake and Assessment**

Intake and assessment activities include; but are not limited to, the following:

- C.4.1.1** The provider shall conduct an individualized vocational and situational assessment;
- C.4.1.2** The provider shall develop an individualized work plan that includes the individual's job preferences and desires;
- C.4.1.3** The provider shall assess person-centered employment information, including the client's interest in doing the job; transportation to and from work; family support; and financial issues;
- C.4.1.4** The provider shall provide counseling to the client on tasks necessary to start a business; and
- C.4.1.5** The provider shall provide individual or group employment counseling or both individual and group counseling.

C.4.2 Evidence Based Supported Employment Intake and Assessment

- C.4.2.1.** The provider shall conduct interviews, assist with resume development, attend and participate in meetings and activities related to clients entering the supported employment program to obtain community-based employment.
- C.4.2.2.** The provider shall use environmental assessments and consideration of reasonable accommodations along with development of vocational profiles conducted in partnership with clients. Core components of assessments shall include Client employment goals from the RSA Individualized Plan for Employment (IPE), interests, preferences, and abilities, along with employment/academic history. Minimal testing may occur but not as a requirement for receiving supported employment services.
- C.4.2.3.** The provider shall provide benefits counseling, including, but is not limited to, helping clients examine and understand how work may impact benefits received such as Supplemental Security Income (SSI), Social Security Disability Income (SSDI), medical assistance and other disability related benefits. Benefits counseling may also involve advocacy on behalf of clients to resolve problems related to their benefits.

C.4.3 Specific Evidence-Based Supported Employment Requirements

The Providers shall employ at least two employment specialists who will only provide evidence-based supported employment services and manage caseloads of up to 25 Clients.

- C.4.3.1** The Provider's evidence-based practice supported employment management staff shall include:

- a. Program Administrator
 - b. Supported Employment Manager/Supervisor
- C.4.3.2.** The provider shall coordinate team meetings and contact team members regarding the provision of supported employment services to clients. Contact may consist of, but is not limited to, meetings, one-to-one calls, conference calls, and electronic communication such as email and fax.
- C.4.3.3.** The provider shall market and develop jobs to help clients with activities that lead to community-based competitive jobs based on Client preferences. Activities can involve, but are not limited to, resume development, completing job applications, direct or indirect contact with employers, business groups, chambers of commerce, as well as networking events, job fairs and other opportunities, which result in jobs for Clients.
- C.4.3.4.** The provider shall provide supports to Clients that may involve, but are not limited to, travel training, money management, job appropriate grooming and hygiene, problem resolution, on-the-job training, interpersonal skills development, and overall adjustment to a work environment. Job coaching can be provided off-site as well as on-site if the Client prefers, or chooses not to disclose their disability to the employer.
- C.4.3.5.** The provider's supports to Clients and their employers are time-unlimited. Client supports can involve, but are not limited to, crisis intervention, career counseling, job coaching, treatment changes, travel training, and job support groups. Employer supports may include, but are not limited to, staff training, disability awareness education and guidance.
- C.4.3.6.** The Providers shall insure that it's supported employment managers and employment specialists attend mandatory monthly evidence-based practice supported employment meetings held by RSA.
- C.4.3.7.** The Providers shall collect evidence-based supported employment outcome information and provide such data to RSA monthly. Outcome data to be collected involves:
- a. Number of Clients served
 - b. Number of Clients employed
 - c. Hours worked
 - d. Wages earned
 - e. Types of jobs held by Clients
 - f. Number of Clients participating in education programs
- C.4.3.8.** The Providers shall utilize quality improvement information from a variety of sources, including but not limited to, consumer satisfaction surveys, community service review results, and routine oversight and monitoring activities; in order to monitor client satisfaction with the employment services they receive.
- C.4.3.9.** The Providers shall be required to participate in a baseline program evaluation conducted by RSA and DMH, using the supported employment fidelity scale within (1) month of

the Providers program start-up, with a second evaluation (6) months after program start-up. An annual fidelity evaluation shall be conducted by RSA and DMH.

C.4.3.10. The Providers shall submit with each invoice an attached breakdown of the evidence-based supported employment services provided to Clients along with the Client's first and last names and last four numbers of their Social Security Numbers.

*End of Specific Evidence Based Supported Employment Requirements. The following requirements are general requirements for supported employment. If there is any conflict between general requirements and specific requirements, specific requirements take precedence.

C.4.4 Job Development/Placement Services

Job placement activities include: but are not limited to, the following:

- C.4.4.1** The provider shall conduct workshops or other activities designed to assist the person in completing employment applications or preparing for interviews;
- C.4.4.2** The provider shall conduct workshops or activities designed to instruct persons on proper work attire, behaviors and expectations;
- C.4.4.3** The provider shall assist the person with job exploration and placement, including assessing opportunities for advancement;
- C.4.4.4** The provider shall visit employment sites and attend employment networking events;
- C.4.4.5** The provider shall make telephone calls to prospective employers, utilizing the Internet, magazines, newspapers and other publications as leads;
- C.4.4.6** The provider shall collect descriptive data regarding various types of employment opportunities, for purposes of preparing a standardized set of requirements for prospective employers; and
- C.4.4.7** The provider shall negotiate employment terms with or on behalf of the person.

C.4.5 Individual Stabilization – Job Coaching (Support Services)

Individual stabilization includes job coaching (support services) and they are designed to assist and support the person after employment has been obtained. The expectation is that the job training and support services are faded as the individual gains job skills and support from existing work structure is increasingly sufficient to maintain employment. Individual stabilization includes job training and support activities but not limited to, the following:

- C.4.5.1** The provider will assist the person in on-the-job training in work and work-related skills required to perform on the job;

- C.4.5.2** 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 retention;
- C.4.5.3** The provider shall supervise and monitor the person in the workplace;
- C.4.5.4** The provider shall assist the person in training in related skills essential to obtain and maintain employment, such as the effective use of community resources, break or lunch rooms, transportation systems, mobility training and changing jobs.
- C.4.5.5** The provider shall monitor and provide information and assistance on wage and hour requirements, appropriateness of placement, integration, number of hours worked, need for adaptations and offsite supports such as transportation services;
- C.4.5.6** The provider shall consult with other professionals and the person's family, as necessary;
- C.4.5.7** The provider shall consult with the person's employer, co-workers or supervisors, as necessary, to address issues that threaten job stability; and
- C.4.5.8** The provider shall ensure that the person obtains job stability after employment has been obtained.
- C.4.6** **Individual Employed for Ninety (90) Days**
- C.4.6.1** The provider shall make site contacts for the purpose of monitoring the person's stability on the job during the first ninety days of employment.
- C.4.6.2** The provider shall notify RSA on the person's progress via monthly reports.
- C.4.6.3** The provider shall facilitate integration and natural supports at the job site.
- C.4.6.4** The provider shall facilitate job advancement and job mobility.
- C.4.6.5** The RSA Counselor will notify the Provider, client, and DDA Service Coordinator upon case closure in status 26, to enable DDA to continue services through their long term support.
- C.4.6.6** All services provided to individuals must reflect person-centered planning and thinking with recognition that the individual drives the process.
- C.4.6.7** The Provider shall provide employment related services for individuals that shall include identifying jobs, arranging interviews and actual employment placements.
- C.4.6.8** The Provider shall accept individuals and provide services as needed to persons who are referred for supported employment services.

- C.4.6.9** The Provider shall provide services predicated on an assessment of the individual's specific medical, psychiatric, psychological, educational and vocational information. Assessment data will be submitted with the referral packet to the Provider.
- C.4.6.10** The Provider shall assist individuals in improving their understanding and adjustment to employment, personal appearance, occupational behaviors, handling of money and social adjustment at work.
- C.4.6.11** The Provider will complete initial and on-going Individual Employment Plans (IEP) on all individuals and make modification as necessary. The IEP shall be based on individual assessment and demonstrate an understanding of each individual's employment interests, vocational skills and abilities which encompasses a range of areas required for the individual to achieve a successful employment outcome.
- C.4.6.12** The Provider shall conduct assessments utilizing customer medical records; social histories; individualized educational plans, when appropriate; individual habilitation or treatment plans developed by DDS; individualized plan for employment developed by RSA with evaluation data; and employment histories.
- C.4.6.13** The Provider in developing the IEP shall include, at a minimum: specific employment goals and objectives; measurable activities and strategies for meeting objectives; time lines for completion of employment goals and objectives; and signatures of individual and staff member(s). Each IEP shall be provided to the Contracting Officer's Technical Representative (COTR) identified in Section E.2.

C.4.7 Job Development/Job Placement Models

- C.4.7.1** The Provider shall provide Job Development/Job Placement and it shall utilize a careful match of requirements with individuals' abilities and interests. This involves a systematic study of work environments and job task analyses, the knowledge of individual abilities and individual performance on job sites.
- C.4.7.2** The Provider shall locate and identify potential jobs and employers, arrange and secure job slots and positions, which are appropriate for individuals within the target populations.
- C.4.7.3** The Provider shall survey the Washington metropolitan area for potential jobs. Job development shall include:
- C.4.7.3.1** establishing a network of employer contacts;
- C.4.7.3.2** disseminating to the business community information on the program and hiring of persons with disabilities;
- C.4.7.3.3** developing an on-going awareness of the job market in the Washington metropolitan area;
- C.4.7.3.4** identifying and securing supported employment positions; and

C.4.7.3.5 developing detailed analyses of the work environment and jobs offered by participating employers.

C.4.7.4 The Provider shall develop employment opportunities in competitive, integrated settings using the various placement models described below. Job sites shall be selected that are amenable to providing natural supports to individuals. Job settings may include the following:

C.4.7.4.1 Individual Placement Model - The employer employs the individual and the individual receives on-going support service in order to maintain their employment. Supports are provided by an employment specialist or other qualified individual including natural supports that are trained and maintained by the provider. Support services are provided in accordance with the individual's written Individual Plan for Employment (IPE/RSA) and the provider's Individual Employment Plan (IEP). These models include individual placement, however, depending on the size of the employer a number of individual sites may exist at a single employment location. As well a business enterprise operated by the consumer is considered an individual placement.

C.4.7.4.2 Group Placement Model - a small group of up to six (6) individuals at a job site in the community within an integrated setting. Integrated setting means opportunities exist for individuals in the immediate work setting to have regular contact with non-disabled individuals who are not providing support services. The employer or the vendor, of the supported employment group model services, employs the individuals. Support services are provided in accordance with the individual's written Individual Plan for Employment (IPE/RSA) and the providers Individual Employment Plan (IEP). Models may include mobile and stationary crews, enclaves, and small businesses: .

C.4.7.4.2.1 Mobile Work Crew--A small crew of persons with disabilities up to six (6) works as a distinct unit and operates as a self-contained business that generates employment for their crew members by selling a service. The crew works at several locations within the community, under the supervision of a job coach. The type of work may include janitorial or grounds keeping. The provider will seek persons without disabilities to populate the work crew. Up to 50% of the individuals employed (excluding job coaches) may be persons without identified disabilities. Persons must be compensated at least at minimum or prevailing wages. People with disabilities can work with people who do not have disabilities in a variety of settings, such as offices and apartment buildings.

C.4.7.4.2.2 Enclave Model--A small group of people with disabilities, up to six (6), are trained and supervised among employees who are not disabled at the host company's work site. Persons in the enclave work as a team at a single work site in a community business or industry. Initial training, supervision, and support are provided by a specially trained on-site supervisor, who may work for the host company or the provider agency. Another variation of the enclave approach is called the "dispersed enclave." This model (more than three (3) placements) is used in service industries (such as., universities, restaurants, and hotels). Each person

works on a separate job, and the group is dispersed throughout the company. All individuals are compensated at least at minimum or prevailing wage.

- C.4.7.4.2.3** *Small Business Model*-- there may be up to six employees with disabilities, but not more than the number of employees without disabilities. The small business operates like any business, generating work and paying employees from revenues received from the business profits. The small business is located within the community. All individuals are compensated at least at minimum or prevailing wage.
- C.4.7.4.3** The Provider shall provide intensive training at the job site that focuses on the clarification of job instructions and related work habits such as commuting to and from work, communication, on-task behavior and appropriate use of time and teaching of co-workers, friends and peers how to provide natural supports to the employed individual.
- C.4.7.4.4** The Provider shall provide services at various work sites throughout the District of Columbia and the Washington metropolitan area. The Provider shall provide lunch and transportation services, when authorized by an RSA Counselor to any RSA individual who has been referred.
- C.4.7.4.5** The Provider shall provide services as needed to persons who are deaf and non-English speaking populations with developmental disabilities, who have experienced difficulty accessing the service delivery system due to language barriers.
- C.4.7.4.6** The Provider shall have a plan to respond to individuals who require medical and /or psychiatric emergency services during the hours of job search or employment.
- C.4.7.4.7** The Provider shall provide outreach services to individuals referred who are fearful, passive or resistant to program participation. Once the individual is referred to the Provider, it shall be the joint responsibility of the Provider and the Interagency Team to monitor the individual's participation.
- C.4.7.4.8** The Provider shall provide follow-along services for individuals when it has determined that intensive support is no longer required. The support shall be provided at a minimum of two (2) times per month. One of these times may be away from the work site and group setting. At least one physical contact per month shall be made with the work site supervisor.
- C.4.7.4.9** The Provider shall provide follow-along services for individuals who can use natural supports. The support shall be provided on a regular basis by the person identified by the Provider. The Provider shall check with the individual and employer at least once every three months on the status and progress of the individual.
- C.4.7.5** *Transitional Employment* –In transitional employment, the provision of on-going support services must include continuing sequential job placements until job permanency is achieved.

C.4.8. Supported Employment Staff Requirements

- C.4.8.1** The Provider shall provide staff that has knowledge of job skills, job coaching, problem solving, labor market trends in the metropolitan area and/or negotiating skills to ensure that once an individual is hired that they have the skills to assist the individual in maintaining employment. Specialized experience may be substituted for a degree. Specialized experience is experience which has equipped the candidate with the particular knowledge, skills and abilities to perform successfully the duties of the position and that is typically in or related to the work of the position to be filled.
- C.4.8.1.1** The Provider shall use either professional or paraprofessional staff as identified below:
- C.4.8.1.1.1** Professionals authorized to provide supported employment activities without supervision are as follows: Vocational Rehabilitation Counselor; a person with a Master's degree and a minimum of one (1) year of experience working with persons with intellectual and developmental disabilities; a person with a bachelor's degree and two years of experience working in supported employment; or a Rehabilitation Specialist.
- C.4.8.1.1.2** Paraprofessionals authorized to perform supported employment activities under the supervision of a professional listed in C.4.8.1.1.1 are as follows: Job coaches or Employment Specialists.
- C.4.8.2** The Provider(s) shall provide the following staff positions with qualifications as follows:
- C.4.8.2.1** Vocational Trainer/Instructor – Bachelor's Degree in the social services or related field, specialized experience within the last four years (4) may be substituted for education;
- C.4.8.2.2** Employment Specialist – Bachelor's Degree in the social services or related field, specialized experience within the last four years (4) may be substituted for education,
- C.4.8.2.3** Job Coach – Bachelor's Degree experience in the social services or related field, specialized experience within the last four years (4) may be substituted for education.
- C.4.8.3** The Provider(s) shall employ and maintain the staff necessary for performance of this human care agreement once a task order is issued. Staff shall have the requisite qualifications to provide services to the population (s) designated by the Human Care Agreement **Contractor Qualification Record (CQR)**, which is incorporated into the Agreement as Attachment 1.
- C.4.8.4** The Provider(s) shall provide Employment Specialists and Job Coaches to perform the following duties:
- C.4.8.4.1** Match individuals and jobs;
- C.4.8.4.2** Arrange interviews and facilitate placement into jobs consistent with the selected vocational goals;

- C.4.8.4.3** Provide intensive training at the job-site including understanding job requirements and appropriate behavior;
- C.4.8.4.4** Provide ongoing, on-site employment assistance including training in accepting and responding to supervision.
- C.4.8.5** The Provider(s) shall provide all staff members with initial and ongoing training related to their specific duties.
- C.4.8.6** The Provider(s) shall maintain documentation that each staff person possesses adequate training to perform the duties for which he/she is assigned. Staff person(s) shall meet all applicable requirements for certification or licensing or both as appropriate and shall be adequately trained to perform required duties.
- C.4.8.7** The Provider(s) shall maintain complete written job descriptions covering all positions within the program, which must be included in the Provider's files and be available for inspection on request. Job descriptions shall include education, experience, and/or licensing/certification criteria, a description of duties and responsibilities, hours of work, salary range, and performance evaluation criteria. When hiring staff provide the services under this HCA, the Provider(s) shall obtain and document written work experience and personal references.
- C.4.8.8** The Provider(s) shall maintain an individual personnel file for each staff person which contains the application for employment, professional and personal references, applicable credentials/certifications, records of required medical examinations, personnel actions including time records, documentation of all training received, notation of any allegations of professional or other misconduct and Provider's actions with respect to the allegations, and date and reason if terminated from employment. All of these personnel materials shall be made available to the Contracting Officer's Technical Representative (COTR) identified in Section E.2, upon request.
- C.4.8.9** The Provider(s) shall provide orientation sessions for all staff members with respect to administrative procedures, program goals, and policies and practices to be adhered to under this agreement within the first week of employment.
- C.4.8.10** The Provider(s) shall maintain a continuous log with entries by date and time, which includes staff on duty and incidents of illness, discipline, rule violation, and management of facility problems, which must be signed by the person with major duty responsibility.

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

- C.5 General Requirements for Referral/Job Seeking Skills Job Development/Placement Services Job Stabilization Individual Employment over 90 days**

- C.5.1** The services shall be provided in the District of Columbia and surrounding metropolitan areas.
- C.5.2** The provider shall develop and maintain an Individualized Work Plan (IWP) for each client. The IWP shall include, at a minimum:
- 1) specific program goals and objectives;
 - 2) measurable activities and strategies for meeting objectives;
 - 3) time lines for completion of goals and objectives;
and
 - 4) signatures of clients and staff member(s).
- C.5.3** The Provider shall implement a plan to respond to clients who may need medical and/or psychiatric intervention.
- C.5.4** The Provider shall implement a program for outreach services to clients referred who are fearful, passive or resistant to program participation. Once a client is referred to the Provider, it shall be the responsibility of the Provider to ensure client's participates in employment related activities leading to competitive employment.
- C.5.5** The Provider shall have the capacity to provide services to all referred clients and that the care is sensitive and responsive to their cultural and socio-economic backgrounds.
- C.5.6** The Provider shall implement Quality Assurance and Program Evaluation activities that will be used to determine that the program is meeting its established objectives and operates according to its policies and procedures.
- C.5.7** The Provider shall implement a program that shall provide services needed to persons who are deaf or hard of hearing, persons who are of Hispanic/Latin origin, and other non-English speaking populations who have experienced difficulty accessing the employment services due to language barriers.
- C.5.8** The Provider shall implement a program that provides job placement services including job readiness training and direct placement services in an integrated competitive setting. These job placement services will be geared towards the vocational goal that is listed on the client's Individualized Plan for Employment (IPE).
- C.5.9** The Provider shall implement a program to provide comprehensive vocational rehabilitation services. The services shall include the following basic data:
- 1) specific population(s) the provider is capable of serving;
 - 2) type of employment related services to be offered and/or provide a diagram/chart of services to be rendered;

- 3) phases of program design and steps of individual progression through employment related activities;
- 4) expected outcomes of services to be provided;
- 5) approximate time anticipated for client to be placed in competitive employment;
- 6) length of time it shall take to complete an entire program or services to achieve goal(s).

C.8 Staff Requirements

- C.8.1 The provider shall provide the following staff positions with qualifications as follows:
- C. 8.1.1 Work Adjustment Trainer/Coordinator – Bachelor’s Degree or experience could be substituted for education;
- C.8.1.2 Vocational Trainer/Instructor – Bachelor’s Degree or experience could be substituted for education;
- C.8.1 .3 Employment/Placement Specialist – Bachelor’s Degree or experience could be substituted for education; and
- C.8.1 .4 Job Coach – Bachelor’s Degree or experience could be substituted for education.
- C. 8.2 The Provider shall include a plan for the position(s) of job coach(es) where the staff is required to perform the following duties:
- C. 8.2.1 matches clients and jobs;
- C.8.2.2 provides job-site training in appropriate occupational behavior;

C.5.10 Specific Requirements

C.5.10.1 Referral/Job Readiness Skills Training

- C.5.10.1.1** The Rehabilitation Services Administration is required to provide services to eligible individuals with disabilities leading to a successful employment outcome;
- C.5.10.1.2** The provider(s) shall conduct a job readiness skills training that will assist individuals to secure and maintain employment. It includes resume writing, techniques for interviewing, appropriate behavior for interacting with co-workers and supervisors, negotiating leave, proper work attire, as well as work related issues or concerns that arise in the work setting;
- C.5.10.1.3** The provider(s) shall develop an individualized work plan that includes the individual’s job preferences and desires;

- C.5.10.1.4** The provider shall assess person-centered employment information, including the client's interest in doing the job; transportation to and from work; family support; and financial issues;
- C.5.10.1.5** The provider shall provide individual and/or group employment counseling
- C.5.10.2 Job Development/Placement Services**
- C.5.10.2.1** The Rehabilitation Services Administration is required to provide services to eligible individuals with disabilities leading to a successful employment outcome.
- C.5.10.2.2** The Provider(s) shall implement comprehensive job placement services and place the client in a position as listed on the client's Individualized Plan for Employment.
- C.5.10.2.3** The Provider shall place clients into On-the-Job work experiences in which the client learns to perform all job operations of an occupation. It is the understanding of the Provider that the client will be hired within 3 to 6 months, if the client learns the skills sets and can adequately perform the duties.
- C.5.10.2.4** Job seeking skills training to enhance the development of work readiness skills. The plan shall include, but not be limited to, training in the areas of locating job openings, completing applications, interviewing techniques and taking pre-employment examinations;
- C.5.10.2.5** Job referral services. A job referral shall occur when a client is sent for and has a job interview with a prospective employer. This referral need not result in the offer;
- C.5.10.2.6** Placement into employment of all trainees upon completion of the program. All placements must be in an integrated competitive employment setting;
- C.5.10.2.7** Monthly follow-along services to include, two face-to-face contacts with the client and one contact with the employer. Follow-along shall continue for at least three months after final placement; and
- C.5.10.2.8** Job placement services which shall consist of assisting the clients in obtaining appropriate employment by locating job openings; assessing job requirements; matching such requirements to client(s) and providing job coach and follow-along services to both client(s) and employer(s).
- C.5.10.3 Job Stabilization – Job Coaching**
- C.5.10.3.1** The provider shall assist the person in on-the-job training in work and work-related skills required to perform on the job;
- C.5.10.3.2** 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 retention;

- C.5.10.3.3** The provider shall supervise and monitor the person in the workplace;
- C.5.10.3.4** The provider shall assist the person to obtain and maintain employment such as the effective use of community resources; break or lunch rooms, transportation systems, mobility training and changing jobs;
- C.5.10.3.5** The provider shall consult with the individual's employer, co-workers or supervisors, as necessary, to address issues that threaten job stability; and
- C.5.10.3.6** The provider shall ensure that the individual obtains job stability after employment has been obtained.

C.5.10.4 Individual Employed over (90) Days

- C.5.10.4.1** The provider shall make a minimum of two (2) job site contacts per month for the purpose of monitoring the individual's stability on the job during the first ninety days of employment.
- C.5.10.4.2** The provider shall notify RSA on the individual's progress via monthly reports.
- C.5.10.4.3** The provider shall facilitate integration and natural supports at the job site.
- C.5.10.4.4** The RSA Counselor shall notify the Provider, the individual and the other agencies (government or non-government) upon case closure in status 26, to enable these agencies to continue services through their long term support.
- C.5.10.4.5** All services provided to individuals must reflect person-centered planning and thinking with recognition that the individual drives the process.
- C.5.10.4.6** The Provider shall provide employment related services for individuals that shall include identifying jobs, arranging interviews and actual employment placements.
- C.5.10.4.7** The Provider shall accept individuals and provide services as needed to persons who are referred for employment services.
- C.5.10.4.8** The Provider shall provide services predicated on an assessment of the individual's specific medical, psychiatric, psychological, educational and vocational information. Assessment data will be submitted with the referral packet to the Provider.
- C.5.10.4.9** The Provider shall assist individuals in improving their understanding and adjustment to employment, personal appearance, occupational behaviors, handling of money and social adjustment at work.
- C.5.10.4.10** The Provider will complete initial and on-going Individual Employment Plans (IPE) on all individuals and make modification as necessary. The IPE shall be based on individual assessment and demonstrate an understanding of each individual's employment interests, vocational skills and abilities which

encompasses a range of areas required for the individual to achieve a successful employment outcome.

- C.5.10.4.11** The Provider shall conduct assessments utilizing customer medical records; social histories; individualized educational plans, when appropriate; individual habilitation or treatment plans developed by DDS; individualized plan for employment developed by RSA with evaluation data; and employment histories.
- C.5.10.4.12** The order in developing the IPE shall include, at a minimum: specific employment goals and objectives; measurable activities and strategies for meeting objectives; time lines for completion of employment goals and objectives; and signatures of individual and staff member(s). Each IPE shall be provided to the Contracting Officer's Technical Representative (COTR) identified in Section E.2.
- C.5.10.4.13** The Provider shall provide Job Development/Job Placement and it shall be a careful matching of requirements with individuals' abilities and interests. This shall involve a systematic study of work environments and job task analyses, the knowledge of individual abilities and individual performance on job sites.
- C.5.10.4.14** The Provider shall locate and identify potential jobs and employers, arrange and secure job slots and positions, which are appropriate for individuals within the target populations.
- C.5.10.4.15** The Provider shall survey the Washington metropolitan area for potential jobs. Job development shall include:
- 1) establishing a network of employer contacts;
 - 2) disseminating to the business community information on the program and hiring of persons with disabilities;
 - 3) developing an on-going awareness of the job market in the Washington metropolitan area;
 - 4) identifying and securing supported employment positions; and
 - 5) developing detailed analyses of the work environment and jobs offered by participating employers.
- C.5.10.4.16** The Provider shall develop employment opportunities in competitive integrated settings using the individual placement model. Job sites shall be selected that are amenable to providing natural supports to individuals.
- C.5.10.4.17** **Individual Placement Model** - The employer employs the individual and the individual receives on-going support service in order to maintain their employment. Supports are provided by an employment specialist or other qualified individual including natural supports that are trained and maintained by

the provider. Support services are provided in accordance with the individual's written Individual Plan for Employment (IPE/RSA) and the providers Individual Employment Plan (IPE). These models include individual placement, however, depending on the size of the employer a number of individual site may exist at a single employment location. As well a business enterprise operated by the consumer is considered an individual placement.

- C.5.10.4.18** The Provider shall provide intensive training at the job site that focuses on the clarification of job instructions and related work habits such as commuting to and from work, communication, on-task behavior and appropriate use of time and teaching of co-workers, friends and peers how to provide natural supports to the employed individual.
- C.5.10.4.19** The Provider shall provide services at various work sites throughout the District of Columbia and the Washington metropolitan area. The Provider shall provide lunch and transportation services, when authorized by an RSA Counselor to any RSA individual who has been referred.
- C.5.10.4.20** The Provider shall provide services as needed to persons who are deaf and non-English speaking populations with developmental disabilities, who have experienced difficulty accessing the service delivery system due to language barriers.
- C.5.10.4.21** The Provider shall have a plan to respond to individuals who require medical or psychiatric emergency services or both medical and psychiatric emergency services during the hours of job search or employment.
- C.5.10.4.22** The Provider shall provide outreach services to individuals referred who are fearful, passive or resistant to program participation. Once the individual is referred to the Provider, it shall be the joint responsibility of the Provider and the Interagency Team to monitor the individual's participation.
- C.5.10.4.23** The Provider shall provide follow-along services for individuals when it has determined that intensive support is no longer required. The support shall be provided at a minimum of two (2) times per month. One of these times may be away from the work site and group setting. At least one physical contact per month shall be made with the work site supervisor.
- C.5.10.4.24** The Provider shall provide follow-along services for individuals who can use natural supports. The support shall be provided on a regular basis by the person identified by the Provider. The Provider shall check with the individual and employer at least once every three months on the status and progress of the individual.
- C.5.10.4.25** ***Transitional Employment*** –In transitional employment, the provision of on-going support services must include continuing sequential job placements until job permanency is achieved.

SECTION III – WORK ADJUSTMENT SERVICES**C.5.11 General Requirements For All Clients**

- C.5.11.1** The services shall be provided in the District of Columbia and surrounding metropolitan areas.
- C.5.11.2** The provider shall develop and maintain an Individualized Work Plan (IWP) for each client. The IWP shall include, at a minimum:
- C.5.11.2.1** specific program goals and objectives;
 - C.5.11.2.2** measurable activities and strategies for meeting objectives;
 - C.5.11.2.3** time lines for completion of goals and objectives; and
 - C.5.11.2.4** signatures of clients and staff member(s).
- C.5.11.3** The Provider shall implement a plan to respond to clients who may need either medical or psychiatric intervention or both.
- C.5.11.4** The Provider shall implement a program for outreach services to clients referred who are fearful, passive or resistant to program participation. Once a client is referred to the Provider, it shall be the responsibility of the Provider to ensure client's attendance.
- C.5.11.5** The Provider shall have the capacity to provide services to all enrolled clients and that the care is sensitive and responsive to their cultural and socio-economic backgrounds.
- C.5.11.6** The Provider shall implement Quality Assurance and Program Evaluation activities that will be used to determine that the program is meeting its established objectives and operates according to its policies and procedures.
- C.5.11.7** The Provider shall implement a program that shall provide services needed to persons who are deaf or hard of hearing, persons who are of Hispanic/Latin origin, and other non-English speaking populations who have experienced difficulty accessing the service delivery system due to language barriers.
- C.5.11.8** The Provider shall implement a program that assesses the individual's skills, abilities and capacity for employment in an integrated community setting through a situational assessment/trial work period.
- C.5.11.9** The Provider shall implement a program to provide comprehensive vocational rehabilitation services. The services shall include the following basic data:
- C.5.11.9.1** specific population(s) the provider is capable of serving;
 - C.5.11.9.2** type of services and training to be offered and/or provide a diagram/chart of services to be rendered;

- C.5.11.9.3** phases of program design and steps of individual progression through program;
- C.5.11.9.4** expected outcomes of services to be provided;
- C.5.11.9.5** approximate time anticipated for client to complete each service and/or training;
- C.5.11.9.6** content of curriculum for training;
- C.5.11.9.7** content of program design for situational assessment/trial work period
- C.5.11.9.8** length of time it should take to complete an entire program or services to achieve goal(s).
- C.5.11.10** The provider shall provide lunch and transportation services, when authorized, to any RSA client(s) who has/have been referred by an RSA counselor.

C.5.12 **Specific Requirements**

C.5.12.1 **Work Adjustment Training – Significant and Serious Mental Illness**

- C.5.12.1.1** Some clients have significant and serious mental illness and may also have secondary disabilities. These individuals may have been institutionalized, (e.g., St. Elizabeth’s Hospital) or may be receiving outpatient treatment at a community mental health center. These clients may require special emphasis on vocational training and individualized training for persons unable to learn in a group setting. The clients may be either presently involved in the RSA program for services or in need of such services.
- C.5.12.1.2** The provider shall develop and implement a comprehensive vocational service delivery system geared toward attainment of an employment outcome for the population identified in section C.5.12.1.1. The services shall consist of the following major components:
 - C.5.12.1.2.1** Enhancing client’s behavior necessary for self-maintenance, to include but not be limited to, training in the areas of personal care, utilization of transportation, handling of money/completion of business transactions and development of socially appropriate behavior;
 - C.5.12.1.2.2** Assisting clients in improving work performance, to include but not be limited to, training and assistance in the areas of increasing productivity, interpersonal relationships in a work setting, occupational behaviors, personal appearance, understanding and adjusting to the demands of employment and social behaviors necessary for an adequate adjustment to employment;
 - C.5.12.1.2.3** Enhancing the development of work readiness skills to include but not be limited to, training in the areas of locating job openings, completing applications, interviewing techniques and taking pre-employment examinations;

- C.5.12.1.2.4** Job placement services which shall consist of assisting the clients to obtain appropriate employment by locating a job opening; assessing job requirements; matching such requirements to client's capabilities; assisting the clients to obtain the job and providing job coach and follow-along services to both client and employer;
- C.5.12.1.2.5** On-the-job client assessment for each client's strengths and weakness regarding vocational, personal, social, medical and intellectual levels of functioning to facilitate the rehabilitation process; and
- C.5.12.1.2.6** Follow-along services to the clients after the job tasks are learned and job coach intervention on a full-time basis is no longer required. Follow-along services shall include any services such as counseling, retraining, job intervention, which shall enable the client to continue employment.
- C.5.12.2 Vocational and Work Adjustment Training with Special Emphasis on Transitional Employment – Significant and Serious Mental Illness**
- C.5.12.2.1** Clients who have significant and serious mental illness and who may also have secondary disabilities. The persons may have been institutionalized, (e.g., St. Elizabeth's Hospital) or may be receiving outpatient treatment at a community mental health center. These clients shall require special emphasis on work adjustment training. The clients shall be either presently involved in the RSA program for services or in need of such services.
- C.5.12.2.2** The provider shall develop and implement a comprehensive vocational service delivery system geared toward attainment of an employment outcome for the population identified in section C.5.12.2.1. The services shall consist of the following major components:
- C.5.12.2.2.1** Identifying and developing job sites using the Transitional Employment Model. Jobs shall be integrated worksites in the Washington Metropolitan area. Clients shall receive at least minimum wage or a wage commensurate with that of a worker without disability;
- C.5.12.2.2.2** Matching referred clients to appropriate placements;
- C.5.12.2.2.3** Training clients in the use of public transportation, where appropriate, or coordinating other transportation arrangements to meet the needs of the client and the employer;
- C.5.12.2.2.4** Training clients in skills necessary to complete the specific job needs;
- C.5.12.2.2.5** Training clients in the appropriate behaviors for the job site;
- C.5.12.2.2.6** Training the employer and other employees at the job site to provide the necessary support for the client to function in an effective manner on the job;

C.5.12.2.2.7 Follow-along services to include, at a per month minimum, two face-to-face contacts with the client and one contact with the employer. Follow-along shall continue for at least six months after final placement;

C.5.12.2.2.8 Job site training that includes direct instruction on job tasks and related behavioral skills such as transportation use, communication, on- task behavior and appropriate use of time; and

C.5.12.2.2.9 Job placement services which shall consist of assisting the clients in obtaining appropriate employment by locating job openings; assessing job requirements; matching such requirements to client(s) in obtaining the job and providing job coach and follow-along services to both client(s) and employer(s).

C.5.12.3 Work Adjustment/Vocational Training and Placement for Individuals with Significant Disabilities

C.5.12.3.1 The District Rehabilitation Services Administration is required to provide services to individuals with cognitive/developmental disabilities. These clients may have secondary disabilities. These clients require work adjustment and vocational training and placement, which will result in competitive employment.

C.5.12.3.2 The provider(s) shall develop and implement a comprehensive vocational service delivery system geared toward attainment of an employment outcome for the population identified in section C.5.12.3.1. The services shall consist of the following major components:

C.5.12.3.2.1 Work adjustment training that shall run concurrently with vocational training. It shall have as its goal the acquisition of basic work skills, which shall include but not be limited to, time and attendance, social relationships in a work setting, attire, acceptance of disability and ability to profit from supervision, or any other area determined by the assessment phase of the program;

C.5.12.3.2.2 Entry level training in areas such as custodial/building maintenance, food services, clerical and landscaping. The training period shall be for 12 months and may be continued only upon agreement of the client and the RSA Rehabilitation Counselor;

C.5.12.3.2.3 On-the-Job Planned Training Experiences in an actual work situation through which the client learns to perform all job operations of an occupation;

C.5.12.3.2.4 Job seeking skills training to enhance the development of work readiness skills. The plan shall include, but not be limited to, training in the areas of locating job openings, completing applications, interviewing techniques and taking pre-employment examinations;

C.5.12.3.2.5 Job referral services. A job referral shall occur when a client is sent for and has a job interview with a prospective employer. This referral need not result in the offer;

C.5.12.3.2.6 Placement into employment of all trainees upon completion of the program. All placements must be in integrated competitive employment;

C.5.12.3.2.7 Monthly follow-along services to include, two face-to-face contacts with the client and one contact with the employer. Follow-along shall continue for at least three months after final placement; and

C.5.12.3.2.8 Job placement services which shall consist of assisting the clients in obtaining appropriate employment by locating job openings; assessing job requirements; matching such requirements to client(s) and providing job coach and follow-along services to both client(s) and employer(s).

C.5.12.4. Situational Assessment/Trial Work Period

C.5.12.4.1 The Provider shall conduct exploration of the individual's abilities, capabilities, potentials, and capacity in a realistic work setting that is related to their vocational interests and goal. The providers shall submit interim and final evaluation reports at the end of trial work experience period. Trial work experience may be conducted in the form of work situation assessment, on-the-job training, internship, and short term trial work experience, other experiences in realistic work setting. All trial work experience must be conducted in integrated settings that related to client's vocational interest of employment goal consistent with individual's informed choice. The provider shall conduct trial work experience in group or individual settings.

C.5.12.4.2. Provider shall develop and implement a situation assessment/trial work period to enable an individual with disabilities to be placed in one or more work situations. The provider shall observe, record, and interpret the individual's performance on a variety of work tasks, in a real work setting. The Contractor shall ensure trial work jobs are a minimum of 20 hours per week for a minimum of two weeks. The Provider shall ensure that the client and employer at trial work experience site sign bi-weekly timesheet and forward it to the assigned counselors.

All clients are placed in TWE services plan will be covered by Worker man Compensation Insurance

C.5.12.4.3 The provider shall provide the following types of information about each individual

- C.5.12.4.3.1** Assess the feasibility of the vocational goal
- C.5.12.4.3.2** Assess the nature and intensity of support services required by the individual
- C.5.12.4.3.4** Assess the individual's job duty restrictions
- C.5.12.4.3.5** Assess whether job modifications are needed by the individual
- C.5.12.4.3.6** Assess if the individual requires post employment training
- C.5.12.4.3.7** Assess if a least restrictive work environment is required by the client
- C.5.12.4.3.8** Assess the anticipated level of intervention and the best job match for the individual.

C.5.12.4.4 assess the individual in skills necessary to complete specific job needs;

C.5.12.4.5 assess the individuals in the appropriate behaviors on a job site;

C.5.12.4.6 assess the individual's capacity to work in an integrated competitive work setting.

- C.5.12.4.7** The provider shall provide a comprehensive report within 15 days after the completion of the assessment.
- C.5.13** **Staff Requirements**
- C.5.13.1** The provider shall provide the following staff positions with qualifications as follows:
- C.5.13.1.1** Work Adjustment Trainer/Coordinator – Bachelor’s Degree or experience could be substituted for education;
- C.5.13.1.2** Vocational Trainer/Instructor – Bachelor’s Degree or experience could be substituted for education;
- C.5.13.1.3** Placement Specialist – Bachelor’s Degree or experience could be substituted for education; and
- C.5.13.1.4** Job Coach – Bachelor’s Degree or experience could be substituted for education.
- C.5.13.1.5** Vocational Trainer/Employer – Bachelor’s Degree or experience could be substituted for education.
- C.5.13.2** The Provider shall include a plan for the position(s) of job coach(es) where the staff is required to perform the following duties:
- C.5.13.2.1** match clients and jobs;
- C.5.13.2.2** provide job-site training in appropriate occupational behavior;
- C.5.13.2.3** provide on-going, on-site employment assistance including training in job tasks, and client integration into the work environment; and
- C.5.13.2.4** provide a plan which shall include a minimum of two (2) face-to-face contacts per month to assist the clients in retaining the job.
- C.5.13.3** The provider shall maintain documentation that each staff person possesses adequate training to perform the duties for which he/she is assigned. Staff person(s) shall meet all applicable requirements for certification and/or licensing and shall be adequately trained to perform required duties.
- C.5.13.4** The Provider shall maintain complete written job descriptions covering all positions within the programs, which shall be included in the Provider’s files and be available for inspection on request. Job descriptions shall include education, experience, and/or licensing certification criteria, a description of duties and responsibilities, hours of work, salary range and performance evaluation criteria. When hiring staff, the Provider shall obtain and document written work experience and personal references.
- C.5.13.5** The Provider shall maintain an individual personnel file for each staff person that contains the application for employment, professional and personal references, applicable credentials/certifications, records of required medical examinations,

personnel actions including time records, documentation of all training received, notation of any allegations of professional or other misconduct and Provider's actions with respect to the allegations, and date and reason if termination from employment. All of these personnel materials shall be made available to the Contract Administrator upon request.

- C.5.13.6** The Provider shall provide orientation sessions for all staff members with respect to administrative procedures, program goals, and policies and practices to be adhered to under this contract.
- C.5.13.7** The Provider shall provide a current organizational chart, which displays organization structure and demonstrates who has responsibility for administrative oversight and direct supervision over each contract activity/staff member.
- C.5.13.8** The Provider shall describe the frequency, duration and methods of supervisory oversight of staff.
- C.5.13.9** Any changes in staffing pattern, job descriptions or personnel shall be approved in writing in advance by the Contracting Officer Technical Representative (COTR) identified in Section E.2.1.

SECTION IV - EMPLOYMENT BENEFIT ANALYSIS AND PLANNING

- C.6** The provider shall identify a Social Security Administration fully certified benefits counselors who is either on staff or available within the District to provide benefit analysis and planning services for RSA clients. Independent benefits counselors may also qualify under this HCA for RSA to procure the services directly or be available to providers at the rates agreed upon in Section B.6.
- C.6.1** Initial Intake, Orientation, and Initial Follow Up – RSA will make a referral from RSA to a provider or provider to RSA that an individual is interested in employment. An Orientation will be provided by the provider to initiate basic information about Benefits to include, but not limited to, SSDI, SSI, Medicaid, Medicare, Food Stamps, and Housing and the value of employment and interaction with benefit eligibility. The benefits counselor shall also identify the supports that a DC Benefit Specialist can provide as part of the employment supports through RSA.
- C.6.2** The provider shall invoice the District for 1-2 customers per orientation at a fixed price specified in Section B.6 not per individual.
- C.6.3** The provider shall submit as part of the initial orientation, that intake and follow-up will be required to have signed documentation and Evaluation of the Checklist to determine if further support to employment are provide or not. Documentation must be signed by the Provider and customer.

- C.6.4** The Provider shall prepare a Benefits Analysis and Plan—this will require signed releases from the RSA customer to the DC Benefit Specialist to secure accurate information from SSA (Benefits Query) and other sources to include, but not be limited to, Medicaid, Housing, and Food Stamps.
- C.6.5** The Provider shall develop a CARE document which is part of 0019 Benefits Analysis and Plan as part of the comprehensive Benefits Analysis and Plan to submit to both RSA and the Customer. As part of the outcome the provider shall submit an invoice with the submission of the Benefits Analysis and Plan as specified in Section B 6.
- C.6.6** The Provider shall prepare and submit a BSA/CARE to RSA a Benefit Employment Management Report (BEMR) which is the report of activities related to the employment of the client and how it relates to both SSA and other public benefits —Example: The BEMR shall provide monthly wage reporting and monitoring of Trial Work, Extended Period of Eligibility, Extended Medicare, (SSDI Work Incentives) interfacing with SSA and other agencies with and for an RSA client.
- C.6.7** The Provider’s BEMR shall, at a minimum report on any communication from SSA, such as overpayments, request for filing additional forms, and medical reviews; as well as, provide learning tools, and steps for a person to maintain monthly reporting if possible.
- C.6.8** The Provider shall continue to provide this service as an on-going service for the duration of the initial phase of implementing the IPE; and determined by RSA Post Employment based on an individual’s needs and other available funding sources.
- C.6.9** If the benefits counselor is contracted to provide the initial services under an HCA awarded by the District, when the customer is placed with another vocational services Provider, the benefits counselor may be required to invoice the vocational service Provider directly at the rates agreed upon in Section B.6 for on-going services. The Provider of the additional vocational services will then invoice the District at the vocational service provider’s agreed upon rate in Section B.6. or the Benefits Counselor could also have an agreement directly with RSA and could bill under Section B.6
- C.6.10** The Provider shall request authorization to accomplish Implementation of Work Incentives for ongoing employment supports. The List of Work Incentives shall include the following:
- 1) Student Earned Income Exclusion Submission and Approval;
 - 2) 1619b-Submission and Approval;
 - 3) Blind Work Expense—Submission and Approval Monthly Monitoring under the BEMR;
 - 4) Impairment Related Work Expense-Submission and Approval monthly monitoring under the BEMR;

- 5) Plan For Achieving Self Support—then Monitored Monthly under the BEMR
- 6) Property Essential For Self Support—Submission and Approval
- 7) Special Conditions and Subsidies—Development and Submission and Approval
- 8) Expedited Reinstatement—Development and Submission and Approval

SECTION V – GENERAL REQUIREMENTS FOR ALL SERVICES COVERED BY THIS HCA

C.7 CLIENT RECORDS

C.7.1 The Provider shall maintain a record on each individual 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 DDS/RSA policies, all of which will be explained or provided to Provider(s) by the COTR upon award. Individual records shall include the following:

C.7.1.1 Individual identifying information and contact person;

C.7.1.2 Referral form,

C.7.1.3 Initial Evaluation/Individual Needs Assessment, e.g., individual's education, vocational history, family background and other pertinent information;

C.7.1.4 Follow-along progress notes,

C.7.1.5 Monthly evaluation, including exact hours of job coach or follow-along intervention;

C.7.1.6 Correspondence and other documents pertinent to the individual's case; including reports on discipline, actual or alleged victimization by any other person and a description of action taken by the Provider;

C.7.1.7 A description of supportive services determined to be needed by the individual,

C.7.1.8 Individual's RSA approved IWP including specific goals and objectives;

C.7.1.9 Progress notes to include quarterly reports that note progress, exact hours of intervention and any changes in the IWP;

C.7.1.10 Case documentation of major interventions and case transactions;

C.7.1.11 The Provider shall not disclose to any individual, organization, or government confidential medical, legal and other information relative to the client, without prior written consent of the Contract Administrator of RSA or the designee.

- C.7.1.12** The Provider shall maintain a continuous log with entry by date and time, which include staff on duty and incidents of illness, discipline, rule violation;
- C.7.1.13** Strategies used for completing /maintaining implementation of the IWP, outlining problems resolved or anticipated;
- C.7.1.14** Situational Assessment/Trial Work Period Report; and
- C.7.1.15** management of facility problems, which must be signed by the person with major duty responsibility; and
- C.7.1.16** Closure summary.

C.7.2 Access to Records

- C.7.2.1** The Provider shall retain all case records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the human care agreement for a period of five (5) years after termination of the human care agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract. Access to the individual records shall be in accordance with Federal and District laws and established RSA policies, all of which will be explained or provided to Provider(s) by the COTR upon award.
- C.7.2.2** The Provider shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.
- C.7.2.3** Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Provider's human care agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

C.8 REPORTS

- C.8.1** The Provider shall submit the following reports to the Contracting Officer's Technical Representative (COTR) as described in Section C.10, Deliverables:
- C.8.1.1** a monthly Job Development and Placement Report;
- C.8.1.2** a monthly Progress Report on each individual that defines his or her progress to date;
- C.8.1.3** a quarterly Progress Report that is cumulative of the monthly Progress Reports;
- C.8.1.4** a final Progress Report on each individual; and
- C.8.1.5** reports of all unusual incidents, including allegations of abuse or neglect, involving each individual that is provided services or treatment by the Provider.

C.9 REFERRAL PROCEDURES

- C.9.1** The Provider shall only invoice under this HCA and resulting task orders for services provided to individuals referred by the RSA Unit Supervisor or RSA Counselor, as appropriate, for the specific vocation service specified. Services for RSA customers are determined by RSA and authorized by the RSA counselor utilizing the Referral for Services Form(s) 1336 that will be given to the Provider after award of a Human Care Agreement Task Order.
- C.9.2** The Provider shall not provide any services to a RSA individual unless the individual has been referred to the Provider utilizing an executed Form 1336. If an individual reports for

services and the Provider does not have an executed Form 1336 for that individual, the Provider shall inform the individual that services cannot be rendered and that individual will be notified by the RSA rehabilitation counselor when to return. The Provider shall notify the RSA Supported Employment Coordinator immediately of the individual's arrival so that the Form 1336 may be obtained.

C.9.3 The Provider shall gain knowledge of each individual referred by utilizing available social history, available reports on psychological evaluations, available medical history, available family information and other pertinent data, as appropriate, and as mutually agreed upon by the District and the Provider.

C.10 DISCHARGE PROCEDURES

C.10.1 The Provider shall not discharge any individuals and individuals shall remain in the program until termination is agreed upon by RSA. Decisions to terminate participation shall be made through case conferencing and individual progress reviews. The difference of opinion regarding participation shall be resolved by the supported employment coordinator from RSA.

C.11 DELIVERABLES

The Provider shall provide the deliverables in accordance with the deliverable schedules as follows:

Item #	Deliverable Name	Method of Delivery	Due Date
1	C.4.5 Individualized Work Plan (IWP)	3 hard copies on each individual, the IWP shall include: <ul style="list-style-type: none"> • specific employment goals and objectives; • measurable activities and strategies for meeting objectives; • time lines for completion of employment goals and objectives; and • signatures of individual and staff member(s) 	Submit IWP to the referring counselor within 5 working days after the individual referral
2	C.8.1.1 Monthly Job Development and Job Placement Reports	3 hard copies. A report shall be prepared on each individual: It shall include: <ul style="list-style-type: none"> • Name of the Individual • Name of specific job prospected • Name of Company • Location • Contact Person • Results of contact • Primary business of company • Date of contact • Start date • Hourly rate • Total job development 	Submit no later than the tenth day of each month. The Report shall be submitted to the Contracting Officer's Technical Representative (COTR)

		<p>hours (Telephone contacts shall be assumed to use only ¼ of an hour. If a contact is made with more than one individual in mind, the cost shall be shared among those individuals).</p> <ul style="list-style-type: none"> • Total cost 	
--	--	---	--

3	C.8.1.2 Monthly Progress Report	<p>3 hard copies on each individual, the report shall include:</p> <ul style="list-style-type: none"> • Period of Service • Individual’s Name • Counselor name • Identify referral source • Individual’s SS# • Individual’s monthly progress report. (Full description of accomplishments) • Total hours of service received, (Training and follow-along). 	<p>Submit no later than the tenth day of each month. The Report shall be submitted to the Contracting Officer’s Technical Representative (COTR).</p>
4	C.8.1.3 Quarterly Progress Report (A cumulative total of the monthly progress reports).	<p>3 hard copies on each individual, the report shall include:</p> <ul style="list-style-type: none"> • Period of Service (include dates service began) • Individual’s Name • Counselor name • Identify referral source • Individual’s SS# • Total hours of service received, (Training and follow-along). • Total number of direct individual service hours provided • Total number of indirect individual service hours provided (identifying specific services provided) • Cumulative number of hours required by each individual in training and follow-along, direct and indirect. 	<p>Submit no later than the tenth day of each month. The Report shall be submitted to the Contracting Officer’s Technical Representative (COTR).</p>

5	C.8.1.4 Final Progress Report	3 hard copies on each individual, the report shall include: <ul style="list-style-type: none"> • Individual's Name • Attendance Record • Goal, intermediate objectives, progress notes • Employer, address, job title, salary, name of supervisor, name of the job coach and hours of intervention. • Status of individual. 	Submit a final progress report for each individual five (5) days before expiration of the contract to the Contracting Officer's Technical Representative (COTR).
6	C.8.1.5 Unusual Incident Report	Telephone call to the Contracting Officer's Technical Representative (COTR) immediately upon the Provider's knowledge of the incident, followed by: 3 hard copies on each individual incident, the report shall include: <ul style="list-style-type: none"> • Individual's 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 COTR immediately upon the Provider's knowledge of the incident Hardcopies provided to the COTR within forty-eight (48) hours of the incident.
7	C.13.2 Organizational Chart	1 hard copy that : <ul style="list-style-type: none"> • Displays organizational relationships and demonstrates who has responsibility for administrative oversight and direct supervision of each activity and staff member. 	Submit to the COTR within 5 working days of the organizational change.
8	Returned referral packetts	Electronic copy	Submit to the referring counselor and the COTR within 1 day after the Contractor makes a decision to not work with client.

C.12 **Compliance with Service Rates**

C.12.1 All human care services shall be provided, and the District shall only pay, in accordance with the service fees shown in Part 1, Section B, Human Care Services and Service Fees upon acceptance of deliverable Items 1 through 5 and 6 if required.

C.12.2 If any overpayment occurs, the provider shall repay the District the full amount of the overpayment.

C.12.3 The provider shall be bound by its budget submitted as a part of the Human Care Agreement and approved by the District as a provider's best and final offer.

C.13 **Service Plan**

C.13.1 The Provider shall adhere to its service plan that includes their methodology for providing the services stated in Section C.

C.13.2 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 COTR within 5 days of the organizational change.

C.14 **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 a 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.

C.15 **Compliance With Laws**

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.

C.16 **District Responsibilities**

C.16.1 The District will provide the Provider with Referral for Services Form -1336 bearing the signature of the COTR.

C.16.2 Be financially responsible for only those specific services listed on the Individualized Plan for Employment (IPE) as services needed by the client and required of the Provider, each of which must be authorized prior to the provision of services.

C.16.3 The District will make the Provider aware of Federal and District laws and established RSA policies pertaining to maintaining individual records through direct discussion, providing certain copies of policies and explaining how the Provider may obtain copies of the Federal and District laws.

C.16.4 The District will provide to the Provider for each individual referred available social history, available reports on psychological evaluations, available medical history, available family information, individual habilitation or treatment plans; individualized

plan for employment developed by RSA with evaluation data; and employment histories and other pertinent data, as appropriate, and as mutually agreed upon by the District and the Provider.

SECTION D

HUMAN CARE SERVICE DELIVERY AND PERFORMANCE

D.1 TERM OF AGREEMENT

D.1.1 The term of this Human Care Agreement shall be for a period of up to one base year from the date of award, subject to the availability of funds for any period beyond the end of the District's fiscal year, which begins on October 1, in which this Agreement is awarded, and successful completion of Basic Assurance Standards and Certification Standards.

D.1.2 The District may terminate this Agreement in accordance with sections 8 and 27 of the Government of the District of Columbia Standard Contract Provisions for Use with District of Columbia Government Supply and Services, dated March 2007, hereafter referred to as "Standard Contract Provisions", 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. Section 16 of the Standard Contract Provisions provides for Termination for the Convenience of the District.

D.2 AGREEMENT NOT A COMMITMENT OF FUNDS OR COMMITMENT TO PURCHASE

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 pursuant to this Agreement.

D.3 OPTION TO EXTEND TERM OF THE AGREEMENT

D.3.1 The District Government may extend the term of this Human Care Agreement for a period of four (4) one (1) year option periods, or multiple successive fractions thereof, by written notice to the Provider prior to the 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 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 notice requirement by providing a written notice to the Contracting Officer.

D.3.3 The extended human care agreement shall be considered to include this option provision if the District exercises an option.

D.3.4 The total duration of this Agreement including the exercise of any options under this clause, shall not exceed five (5) years.

D.4 OPTION TO EXTEND SERVICES

D.4.1 Notwithstanding Section D.3.4 above, the District may require continued performance of any services within the limits and at the rates specified in the HCA. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of

Labor or the District of Columbia Department of Employment Services (DOES). This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Provider at least thirty (30) days before the Agreement expires.

- D.4.2** The service rates for the option periods shall be as specified in Part I, The Service Rate, Section B.
- D.4.3** If the District exercises an option, the extended Human Care Agreement shall be considered to include this option provision.
- D.3.4** 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 E – HUMAN CARE SERVICE ADMINISTRATION

E.1 CONTRACTING OFFICER/HUMAN CARE AGREEMENT ADMINISTRATION

- E.1.1** Contracting Officers (CO) are the only District officials authorized to bind contractually the District through signing a human care agreement or contract, and all other documents relating to the human care agreement. All correspondence to the Contracting Officer shall be forwarded to:

Ms. Marsha Robinson
 Department on Disability Services
 Contracting Officer
 1125 – 15th Street, N.W. 4nd Floor
 Washington, DC 20005
 Telephone: (202) 730-1628
 E-Mail Address: Marsha.Robinson@dc.gov

- E.1.2** The DDS Chief Procurement Officer (CPO) is also recognized as a CO. Copies of all documents submitted to the CO shall also be sent to the DDS CPO. Correspondence to the DDS CPO shall be forwarded to:

Ms. Janice Parker Watson
 Chief Procurement Officer
 1125 – 15th Street NW, 2nd Floor
 Washington, DC 20005-2717

Telephone Number: (202) 730-1716
 Facsimile Number: (202) 730-1514
 E-Mail: Janice.Watson@dc.gov

E.2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

E.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 Contracting Officer's Representative is responsible for the day-to-day monitoring and supervision of this Agreement. The Contracting Officer's Representative is not authorized or empowered to make amendments, changes, or revisions to this agreement. Edmund Neboh and Rhonell Stewart are the COTRs:

Rehabilitation Services Administration
 1125 15th Street, NW
 8th Floor
 Washington, DC 20005
 Telephone Number: (202) 442-8738
 Facsimile Number: (202) 442-8725
 E-Mail: Edmund.Neboh@dc.gov and Rhonell.Stewart@dc.gov

E.3 ORDERING AND PAYMENT

E.3.1 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.

E.3.2 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.

E.3.3 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.

E.3.4 The Provider shall forward or submit all monthly invoices for each referral for services or treatment to the agency, office, or program requesting the specified human care service or treatment, and as specified in the purchase order/task order, **"Provider/Contractor Shall Submit All Invoices To."**

**Office of the Chief Financial Officer
 Department on Disability Services
 Attn: Accounts Payable
 P.O. Box 54047
 Washington, DC 20032-0247**

E.3.5 To ensure proper and prompt payment, each invoice for payment shall provide the following minimum information:

- E.3.5.1** Provider name and address; name of individuals; location of individuals;
 - E.3.5.2** Invoice date, number and the total amount due;
 - E.3.5.3** Period or date of service;
 - E.3.5.4** Description of service;
 - E.3.5.5** Quantity of services provided or performed to include service, and the frequency and duration of each service;
 - E.3.5.6** Contract Line Item Number (CLIN), as applicable to each purchase order or task order;
 - E.3.5.7** Purchase Order or Task Order Number;
 - E.3.5.8** Human Care Agreement Number;
 - E.3.5.9** Federal tax identification number;
 - E.3.5.10** **Case Manager from whom the referral was made (NEW)**
 - E.3.5.10** Any other supporting documentation or information, as required; and
 - E.3.5.11** Name, title, telephone no., and signature of the preparer.
- E.3.6** 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.

PART II

SECTION F – AGREEMENT CLAUSES

F.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 March 2007, hereafter referred to as the “Standard Contract Provisions” are attached and incorporated by reference into this Agreement, and shall govern 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, and its requirements.

F.2 LAWS AND REGULATIONS INCORPORATED BY REFERENCE

By signing this Agreement, the Provider agrees and acknowledges its obligation to be bound by the provisions of the following laws, act and orders, together with the provisions of the applicable regulations made pursuant to the laws:

- F.2.1** The Rehabilitation Act of 1973, as amended, Title 6, Part B- Supported Employment <http://www.ed.gov/policy/speed/red/narrative.html>- link to Rehabilitation Act
- F.2.2** District of Columbia Municipal Regulations, Title 29, Public Welfare, Chapter 1

F.3 CONFIDENTIALITY

All services or treatment provided by the Provider through referrals by the District to the Provider shall be provided 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 provision 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. The Provider shall ensure that the protection of the consumer's record from loss, alteration, unauthorized use and damage. Records shall be maintained in a locked file or locked room

F.4 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. Office of Tax and Revenue and DOES tax compliance will be verified annually before an option is exercised.

F.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.

F.6 SUBCONTRACTS

The Provider shall not subcontract any of the work or services provided in accordance with this Agreement to any subcontractors 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 sub Provider 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.

F.7 PROVIDER RESPONSIBILITY

F.7.1 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.

F.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.

F.8 **Drug-Free Work Place Clause**

In agreements funded with federal funds, in signing and submitting this Agreement, the Provider certifies, attests, 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.

F.9 **INSURANCE**

F.9.1 **General Requirements.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance giving evidence of the required coverage prior to commencing work on the contract.

F.9.2 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; have either an A.M. Best Company rating of A-V III or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher.

F.9.3 The Contractor shall require all subcontractors to carry the insurance required herein, or the Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate.

F.9.4 All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract.

F.9.5 All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance.

F.9.6 All policies shall contain a waiver of subrogation in favor of the District of Columbia.

F.9.7 In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished.

F.9.8 All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

F.9.9 **Certificate of Insurance Requirement.** The policy description on the Certificate of Insurance form shall include the contract number, the contract award date (if available), the contract expiration date (if available), the name of the requesting agency, the name of the contracting officer, a brief description of the work to be

performed, the job location, the District as an additional insured, and a waiver of subrogation.

F.9.10 Insurance Liability Limitations

F.9.10.1 Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$2,000,000 limits per occurrence; \$5,000,000 per aggregate; \$1,000,000 for products and completed operations; and \$1,000,000 for personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.

F.9.10.2 Commercial General Liability Insurance. If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries coverages equal to that required by the prime contractor contracting with the District. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.

F.9.10.3 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 the contract. The policy shall cover the operations performed under the contract with a \$2,000,000 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.

F.9.10.4 Workers' Compensation Insurance.

F.9.10.4.1 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.

F.9.10.4.2 Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$1,000,000 per accident for injury; \$1,000,000 per employee for disease; and \$1,000,000 for policy disease limit.

F.9.10.5 Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability insurance as follows: \$5,000,000 per occurrence and \$5,000,000 per aggregate, with the District added as an additional insured.

F.9.10.6 Professional Liability Insurance (Errors & Omissions). The Contractor (including but not limited to architects, attorneys, engineers, environmental consultants, and healthcare professionals) shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission caused by the

performance of professional services under this Contract. The policy shall provide limits of \$2,000,000 per occurrence for each wrongful act and \$2,000,000 per aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work. The policy shall cover the Contractor and its subcontractors of every tier, and shall identify the District as the Project Owner on the policy.

- F.9.10.7** Crime Insurance. The Contractor shall provide a policy to cover costs associated with the criminal activities of its employees including, but not limited to, robbery, burglary, larceny, forgery, or embezzlement. The policy shall provide a limit of \$1,000,000 per occurrence for each wrongful act and \$1,000,000 per aggregate for each wrongful act.
- F.9.11** Duration: The Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that the insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.
- F.9.12** Contractor's Property: Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit".
- F.9.13** 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. Contractors are advised not to sign a contract binding an insurance policy until after contract award is made.

F.10 HIPAA PRIVACY COMPLIANCE

F.10.1 Definitions

- F.10.1.1.** *Business Associate* means a person or entity, who performs, or assists in the performance of a function or activity on behalf of a covered entity or an organized health care organization in which the covered entity participates, involving the use or disclosure of individually identifiable health information, other than in the capacity of a workforce member of such covered entity or organization. A business associate is also any person or organization that provides, other than in the capacity of a workforce member of such covered entity, legal, actuarial, accounting, consulting, data aggregation, management, administration, accreditation, or financial services to or for the covered entity and receives individually identifiable health information from a covered entity or another business associate on behalf of a covered entity. In some instances, a covered entity may be a business associate of another covered entity.
- F.10.1.2.** *Covered Entity* means a health plan, a health care clearinghouse, or a health care provider who transmits any health information in electronic form in connection with a transaction covered by 45 C.F.R. Parts 160 and 164 of the Privacy Rule.

With respect to this HIPAA Compliance Clause, *Covered Entity* shall also include the designated health care components-of a hybrid entity.

- F.10.1.3.** *Data Aggregation* means, with respect to Protected Health Information created or received by a business associate in its capacity as the business associate of a covered entity, the combining of such Protected Health Information by the business associate with the Protected Health Information received by the business associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- F.10.1.4.** *Designated Record Set* means a group of records maintained by or for the Covered Entity that is:
- F.10.1.4.1** in whole or in part, by or for the Covered Entity to make decisions about individuals.
- F.10.1.4.2** The medical records and billing records about individuals maintained by or for a covered health care provider;
- F.10.1.4.3** The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
- F.10.1.5.** Used *Health Care* means care services, or services, or supplies related to the health of an individual. Health care includes, but is not limited to, the following:
- F.10.1.15.1.** Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status, of an individual or that affects the structure or function of the body; and
- F.10.1.15.2.** Sale or dispensing of a drug, device, equipment, or other item in accordance with the prescription.
- F.10.1.6.** *Health Care Components* means a component or a combination of components of a hybrid entity designated by a hybrid entity in accordance with 45 C.F.R. § 164.105(a) (2) (iii) (C). *Health Care Components* must include non-covered functions that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations.
- F.10.1.7.** *Health Care Operations* shall have the same meaning as the term “health care operations” in 45 C.F.R. § 164.501.
- F.10.1.8.** *Hybrid Entity* means a single legal entity that is a covered entity and whose business activities include both covered and non-covered functions, and that designates health care components in accordance with 45 C.F.R. § 164.105(a)(2)(iii)(C). A *Hybrid Entity* is required to designate as a health care component, any other components of the entity that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations.

- F.10.1.9.** *Record* shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for the Covered Entity.
- F.10.1.10.** *Individual* shall have the same meaning as the term "individual" in 45 C.F.R. § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- F.10.1.11.** *Individually Identifiable Health Information* is information that is a subset of health information, including demographic information collected from an individual, and;
- F.10.1.4.4** Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
- F.10.1.4.5** Relates to the past, present, or future physical or mental health or condition of an individual; or the past, present, or future payment for the provision of health care to an individual; and
- F.10.1.4.6** That identifies the individual; or
- F.10.1.4.7** With respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- F.10.1.12.** *Privacy Official.* The person designated by the District of Columbia, a *Hybrid Entity*, who is responsible for developing, maintaining, implementing and enforcing the District-wide Privacy Policies and Procedures, and for overseeing full compliance with this Manual, the Privacy Rules, and other applicable federal and state privacy law.
- F.10.1.13.** *Privacy Officer.* The person designated by the Privacy Official or one of the District of Columbia's designated health care components, which is responsible for enforcing the provisions of this Manual as well as overseeing full compliance with the Covered Agency's Privacy Policies and Procedures, the Privacy Rules, and other applicable federal and state privacy law(s). The Covered Agency's privacy officer will follow the guidance of the District's Privacy Official, and shall be responsive to and report to the District's Privacy Official.
- F.10.1.14.** *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- F.10.1.15.** *Protected Health Information.* "Protected Health Information" means individually identifiable health information that is:
- F.10.1.15.1.** Transmitted by electronic media;
- F.10.1.15.2.** Maintained in electronic media; or
- F.10.1.15.3.** Transmitted or maintained in any other form or medium;
- F.10.1.15.4.** Limited to the information created or received by the Business Associate from or on behalf of the Covered Entity; and

- F.10.1.15.5.** Excluding information in the records listed in subsection (2) of the definition in 45 C.F.R. §160.103.
- F.10.1.16.** ***Required By Law.*** "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- F.10.1.17.** ***Secretary.*** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- F.10.1.18.** ***Workforce.*** "Workforce" shall mean employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a covered entity or business associate, is under the direct control of such entity, whether or not they are paid by the covered entity or business associate.

F.10.2 Obligations and Activities of Business Associate

- F.10.2.1.** The Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by this HIPAA Compliance Clause or as Required by Law.
- F.10.2.2.** The Business Associate agrees to use commercially reasonable efforts and appropriate safeguards to maintain the security of the Protected Health Information and to prevent use or disclosure of such Protected Health Information other than as provided for by this Clause.
- F.10.2.3.** The Business Associate agrees to establish procedures for mitigating, and to mitigate to the extent practicable, any deleterious effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Clause.
- F.10.2.4.** The Business Associate agrees to report to Covered Entity, in writing, any use or disclosure of the Protected Health Information not permitted or required by this HIPAA Compliance Clause to the District Privacy Official or agency Privacy Officer within ten (10) days from the time the Business Associate becomes aware of such unauthorized use or disclosure.
- F.10.2.5.** The Business Associate agrees to ensure that any workforce member or any agent, including a subcontractor, agrees to the same restrictions and conditions that apply through this Clause with respect to Protected Health Information received from the Business Associate, Protected Health Information created by the Business Associate, or Protected Health Information received by the Business Associate on behalf of the Covered Entity.
- F.10.2.6.** The Business Associate agrees to provide access, at the request of the Covered Entity or an Individual, at a mutually agreed upon location, during normal business hours, and in a format as directed by the District Privacy Official or agency Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District of Columbia laws, rules and regulations, to Protected Health Information in a Designated Record Set, to the Covered Entity or an Individual, in compliance with applicable portions of *Department on Disability Services Access Policy*, and

within five (5) business days of the request to facilitate the District's compliance with the requirements under 45 C.F.R. §164.524.

- F.10.2.7.** The Business Associate agrees to make any amendment(s) to the Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 in a format *agency should insert appropriate terms for amendment if applicable*] or as directed by the District Privacy Official or agency Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District of Columbia laws, in compliance with applicable portions of *Department on Disability Services Amendment Policy*, and within five (5) business days of the directive in order to facilitate the District's compliance with the requirements under 45 C.F.R. §164.526.
- F.10.2.8.** The Business Associate agrees to use the standard practices of the Covered Entity to verify the identification and authority of an Individual who requests the Protected Health Information in a Designated Record Set of a recipient of services from or through the Covered Entity. The Business Associate agrees to comply with the applicable portions of the *Department on Disability Services Identity and Procedure Verification Policy*,
- F.10.2.9.** The Business Associate agrees to record authorizations and log such disclosures of Protected Health Information and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and applicable District of Columbia laws, rules and regulations. The Business Associate agrees to comply with the applicable portions of the *Department on Disability Services Logging Disclosures for Accounting Policy* and incorporated by reference.
- F.10.2.10.** The Business Associate agrees to provide to the Covered Entity or an Individual, within five (5) business days of a request at a mutually agreed upon location, during normal business hours, and in a format designated by the District Privacy Official or agency Privacy Officer and the duly authorized Business Associate workforce member, information collected in accordance with Paragraph (i) of this Section above, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and applicable District of Columbia laws, rules and regulations. The Business Associate agrees to comply with the applicable portions of the *Department on Disability Services Disclosure Accounting Policy*.
- F.10.2.11.** The Business Associate agrees to make internal practices, books, and records, including policies and procedures, and Protected Health Information, relating to the use and disclosure of Protected Health Information received from the Business Associate, or created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity, or to the Secretary, within five (5) business days of their request and at a mutually agreed upon location, during normal business hours, and in a format designated by the District Privacy Official or agency Privacy Officer and the duly authorized Business Associate workforce

member, or in a time and manner designated by the Secretary, for purposes of the Secretary in determining compliance of the Covered Entity with the Privacy Rule.

- F.10.2.12.** The Business Associate may aggregate Protected Health Information in its possession with the Protected Health Information of other Covered Entities that Business Associate has in its possession through its capacity as a Business Associate to said other Covered Entities provided that the purpose of such aggregation is to provide the Covered Entity with data analyses to the Health Care Operations of the Covered Entity. Under no circumstances may the Business Associate disclose Protected Health Information of one Covered Entity to another Covered Entity absent the explicit written authorization and consent of the Privacy Officer or a duly authorized workforce member of the Covered Entity.
- F.10.2.13.** Business Associate may de-identify any and all Protected Health Information provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b). Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute Protected Health Information and is not subject to the terms of this HIPAA Compliance Clause.

F.10.3 Permitted Uses and Disclosures by the Business Associate

- F.10.3.1.** Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the HCA, provided that such use or disclosure would not violate the Privacy Rule if same activity were performed by the Covered Entity or would not violate the minimum necessary policies and procedures of the Covered Entity.
- F.10.3.2.** Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- F.10.3.3.** Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that the disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used, or further disclosed, only as Required By Law, or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it has knowledge that the confidentiality of the information has been breached.
- F.10.3.4.** Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information to provide Data Aggregation services to the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

F.10.3.5. Business Associate may use Protected Health Information to report violations of the Law to the appropriate federal and District of Columbia authorities, consistent with 45 C.F.R. § 164.502(j)(1).

F.10.4 Additional Obligations of the Business Associate

Business Associate shall submit a written report to the Covered Entity that identifies the files and reports that constitute the Designated Record Set of the Covered Entity. Business Associate shall submit said written report to the Privacy Officer no later than thirty (30) days after the commencement of the HIPAA Compliance Clause. In the event that Business Associate utilizes new files or reports which constitute the Designated Record Set, Business Associate shall notify the Covered Entity of said event within thirty (30) days of the commencement of the file's or report's usage. The Designated Record Set file shall include, but not be limited to the identity of the following:

- F.10.4.1.** Name of the Business Associate of the Covered Entity;
- F.10.4.2.** Title of the Report/File;
- F.10.4.3.** Confirmation that the Report/File contains Protected Health Information (Yes or No);
- F.10.4.4.** Description of the basic content of the Report/File;
- F.10.4.5.** Format of the Report/File (Electronic or Paper);
- F.10.4.6.** Physical location of Report/File;
- F.10.4.7.** Name and telephone number of current member(s) of the workforce of the Covered Entity or other District of Columbia Government agency responsible for receiving and processing requests for Protected Health Information; and
- F.10.4.8.** Supporting documents if the recipient/personal representative has access to the Report/File.

F.10.5. Sanctions

Business Associate agrees that its workforce members, agents and subcontractors who violate the provisions of the Privacy Rules or other applicable federal or state privacy law will be subject to discipline in accordance with Business Associate's District Personnel Manual and applicable collective bargaining agreements. Business Associate agrees to impose sanctions consistent with Business Associate's personnel policies and procedures and applicable collective bargaining agreements with respect to persons employed by it. Members of the Business Associate Workforce who are not employed by Business Associate are subject to the policies and applicable sanctions for violation of this Manual as set forth in business associate agreements. In the event Business Associate imposes sanctions against any member of its workforce, agents and subcontractors for violation of the provisions of the Privacy Rules or other applicable federal or state privacy laws, the Business Associate shall inform the District Privacy Official or the agency Privacy Officer of the imposition of sanctions.

F.10.6. Obligations of the Covered Entity

- F.10.6.1.** The Covered Entity shall notify the Business Associate of any limitation(s) in its Notice of Privacy Practices of the Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect the use or disclosure of Protected Health Information by the Business Associate.
- F.10.6.2.** The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to the use or disclosure of Protected Health Information, to the extent that such changes may affect the use or disclosure of Protected Health Information by the Business Associate.
- F.10.6.3.** The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect the use or disclosure of Protected Health Information by the Business Associate.

F.10.7. Permissible Requests by Covered Entity

Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

F.10.8. Representations and Warranties

The Business Associate represents and warrants to the Covered Entity:

- F.10.8.1.** That it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this HIPAA Compliance Clause and it, its employees, agents, subcontractors, representatives and members of its workforce are licensed and in good standing with the applicable agency, board, or governing body to perform its obligations hereunder, and that the performance by it of its obligations under this HIPAA Compliance Clause has been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws;
- F.10.8.2.** That it, its employees, agents, subcontractors, representatives and members of its workforce are in good standing with the District of Columbia, that it, its employees, agents, subcontractors, representatives and members of its workforce will submit a letter of good standing from the District of Columbia, and that it, its employees, agents, subcontractors, representatives and members of its workforce have not been de-barred from being employed as a contractor by the federal government or District of Columbia;
- F.10.8.3.** That neither the execution of this HIPAA Compliance Clause, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another

agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance hereunder. The Business Associate represents and warrants to the Covered Entity that it will not enter into any agreement the execution or performance of which would violate or interfere with this HIPAA Compliance Clause;

- F.10.8.4.** That it is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary petition, and is not aware of any claim for the filing of an involuntary petition;
- F.10.8.5.** That all of its employees, agents, subcontractors, representatives and members of its workforce, whose services may be used to fulfill obligations under this HIPAA Compliance Clause are or shall be appropriately informed of the terms of this HIPAA Compliance Clause and are under legal obligation to the Business Associate, by contract or otherwise, sufficient to enable the Business Associate to fully comply with all provisions of this HIPAA Compliance Clause; provided that modifications or limitations that the Covered Entity has agreed to adhere to with regard to the use and disclosure of Protected Health Information of any individual that materially affects or limits the uses and disclosures that are otherwise permitted under the Privacy Rule will be communicated to the Business Associate, in writing, and in a timely fashion;
- F.10.8.6.** That it will reasonably cooperate with the Covered Entity in the performance of the mutual obligations under this Agreement that neither the Business Associate, nor its shareholders, members, directors, officers, agents, subcontractors, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or District healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or District law (including without limitation following a plea of *nolo contendere* or participation in a first offender deferred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or District healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, District or local government agency, (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. The Business Associate further agrees to notify the Covered Entity immediately after the Business Associate becomes aware that any of the foregoing representations and warranties may be inaccurate or may become incorrect.

F.10.9. Term and Termination

F.10.9.1. Term. The requirements of this HIPAA Compliance Clause shall be effective as of the date of the HCA award, and shall terminate when all of the Protected Health Information provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is confidentially destroyed or returned to the Covered Entity within five (5) business days of its request, with the Protected Health Information returned in a format mutually agreed upon by and between the Privacy Official and/or Privacy Officer or his or her designee and the appropriate and duly authorized workforce member of the Business Associate; or, if it is infeasible to return or confidentially destroy the Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section and communicated to the Privacy Official or Privacy Officer or his or her designee.

F.10.9.2. Termination for Cause. Upon the Covered Entity's knowledge of a material breach of this HIPAA Compliance Clause by the Business Associate, the Covered Entity shall either:

- F.10.9.21.** Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the HCA if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity;
- F.10.9.22.** Immediately terminate the HCA if the Business Associate breaches a material term of this HIPAA Compliance Clause and a cure is not possible; or
- F.10.9.23.** If neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

F.10.9.3. Effect of Termination.

Except as provided in paragraph (ii) of this section, upon termination of the HCA, for any reason, the Business Associate shall return in **a mutually agreed upon format or confidentially destroy** all Protected Health Information received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity within five (5) business days of termination. This provision shall apply to Protected Health Information that is in the possession of ALL subcontractors, agents or workforce members of the Business Associate. The Business Associate shall retain no copies of Protected Health Information in any media form.

In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make the return or confidential destruction infeasible. Upon determination by the agency Privacy Officer that the return or confidential destruction of the Protected Health Information is infeasible, the Business Associate shall extend the protections of this HIPAA Compliance Clause to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or confidential destruction infeasible, for so long as the Business Associate maintains such Protected Health Information. The obligations outlined in Section 2. Obligations and Activities of Business Associate will remain in force to the extent applicable.

F.10.10 **Miscellaneous**

- F.10.10.1.** *Regulatory References.* A reference in this HIPAA Compliance Clause to a section in the Privacy Rule means the section as in effect or as amended.
- F.10.10.2.** *Amendment.* The Parties agree to take such action as is necessary to amend this HIPAA Compliance Clause from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and HIPAA. Except for provisions required by law as defined herein, no provision hereof shall be deemed waived unless in writing and signed by duly authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this HIPAA Compliance Clause.
- F.10.10.3.** *Survival.* The respective rights and obligations of the Business Associate under Section 9. Term and Termination of this HIPAA Compliance Clause and Sections 9 and 20 of the Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts, effective April 2003, shall survive termination of the HCA.
- F.10.10.4.** *Interpretation.* Any ambiguity in this HIPAA Compliance Clause shall be resolved to permit the Covered Entity to comply with applicable federal and District of Columbia laws, rules and regulations, and the Privacy Rule, and any requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable federal and District of Columbia laws, rules and regulations shall supersede the Privacy Rule if, and to the extent that they impose additional requirements, have requirements that are more stringent than or provide greater protection of patient privacy or the security or safeguarding of Protected Health Information than those of HIPAA and its Privacy Rule.
- F.10.10.5.** The terms of this HIPAA Compliance Clause amend and supplement the terms of the HCA, and whenever possible, all terms and conditions in this HIPAA Compliance Clause are to be harmonized. In the event of a conflict between the terms of the HIPAA Compliance Clause and the terms of the HCA, the terms of this HIPAA Compliance Clause shall control; provided, however, that this HIPAA Compliance Clause shall not supersede any other federal or District of Columbia law or regulation governing the legal relationship of the Parties, or the confidentiality of records or information, except to the extent that the Privacy Rule preempts those laws or regulations. In the event of any conflict between the provisions of the HCA (as amended by this HIPAA Compliance Clause) and the Privacy Rule, the Privacy Rule shall control.
- F.10.10.6.** *No Third-Party Beneficiaries.* The Covered Entity and the Business Associate are the only parties to this HIPAA Compliance Clause and are the only parties entitled to enforce its terms. Except for the rights of Individuals, as defined herein, to access to and amendment of their Protected Health Information, and to an accounting of the uses and disclosures thereof, in accordance with Paragraphs (2)(f), (g) and (j), nothing in the HIPAA Compliance Clause gives, is intended to

give, or shall be construed to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this HIPAA Compliance Clause.

- F.10.10.7.** *Compliance with Applicable Law.* The Business Associate shall comply with all federal, District of Columbia laws, regulations, executive orders and ordinances, as they may be amended from time to time during the term of this HIPAA Compliance Clause and the HCA; to the extent they are applicable to this HIPAA Compliance Clause and the HCA.
- F.10.10.8.** *Governing Law and Forum Selection.* This HCA shall be construed broadly to implement and comply with the requirements relating to the Privacy Rule, and other applicable laws and regulations. All other aspects of this HCA shall be governed under the laws of the District of Columbia. The Covered Entity and the Business Associate agree that all disputes which cannot be amicably resolved by the Covered Entity and the Business Associate regarding this HIPAA Compliance Clause shall be litigated by and before the District of Columbia Contract Appeals Board, the District of Columbia Court of Appeals, or the United States District Court for the District of Columbia having jurisdiction, as the case may be. The Covered Entity and the Business Associate expressly waive any and all rights to initiate litigation, arbitration, mediation, negotiations and/or similar proceedings outside the physical boundaries of the District of Columbia and expressly consent to the jurisdiction of the above tribunals.
- F.10.10.9.** *Indemnification.* The Business Associate shall indemnify, hold harmless and defend the Covered Entity from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with (a) any misrepresentation, breach of warranty or non-fulfillment of any undertaking of the Business Associate under this HIPAA Compliance Clause; and (b) any claims, demands, awards, judgments, actions and proceedings made by any person or organization, arising out of or in any way connected with the performance of the Business Associate under this HIPAA Compliance Clause.
- F.10.10.10.** *Injunctive Relief.* Notwithstanding any rights or remedies under this HIPAA Compliance Clause or provided by law, the Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of Protected Health Information by the Business Associate, its workforce, any of its subcontractors, agents, or any third party who has received Protected Health Information from the Business Associate.
- F.10.10.11.** *Assistance in litigation or administrative proceedings.* The Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or its workforce assisting the Business Associate in the fulfillment of its obligations under this HIPAA Compliance Clause and the HCA, available to the Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its directors, officers or employees based upon claimed violation of HIPAA, the Privacy Rule or other laws

relating to security and privacy, except where the Business Associate or its agents, affiliates, subsidiaries, subcontractors or its workforce are a named adverse party.

F.10.10.12. Notices. Any notices between the Parties or notices to be given under this HIPAA Compliance Clause shall be given in writing and delivered by personal courier delivery or overnight courier delivery, or by certified mail with return receipt requested, to the Business Associate or to the Covered Entity, to the addresses given for each Party below or to the address either Party hereafter gives to the other Party. Any notice, being addressed and mailed in the foregoing manner, shall be deemed given five (5) business days after mailing. Any notice delivered by personal courier delivery or overnight courier delivery shall be deemed given upon notice upon receipt.

If to the Business Associate, to _____ _____ _____ Attention: _____ Fax: _____	If to the Covered Entity, to <u>Department on Disability Services</u> <u>Rehabilitation Services Administration</u> <u>810 First Street, NE, 10th floor</u> <u>Washington, DC 20002</u> Attention: <u>Deputy Director</u> Fax: <u>202-442-8663</u>
---	---

F.10.10.19. Headings. Headings are for convenience only and form no part of this HIPAA Compliance Clause and shall not affect its interpretation.

F.10.10.20. Counterparts; Facsimiles. This HIPAA Compliance Clause may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

F.10.10.21. Successors and Assigns. The provisions of this HIPAA Compliance Clause shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns, if any.

F.10.10.22. Severance. In the event that any provision of this HIPAA Compliance Clause is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this HIPAA Compliance Clause will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this HIPAA Compliance Clause fails to comply with the then-current requirements of the Privacy Rule, such party shall notify the other Party in writing, in the manner set forth in Section 10. Miscellaneous, Paragraph k. Notices. Within ten (10) business days from receipt of notice, the Parties shall address in good faith such concern and amend the terms of this HIPAA Compliance Clause, if necessary to bring it into compliance. If, after thirty (30) days, the HIPAA Compliance Clause fails to comply with the Privacy Rule, then either Party has the right to terminate this HIPAA Compliance Clause upon written notice to the other Party.

- F.10.10.23.** *Independent Contractor.* The Business Associate will function as an independent contractor and shall not be considered an employee of the Covered Entity for any purpose. Nothing in this HIPAA Compliance Clause shall be interpreted as authorizing the Business Associate workforce, its subcontractor(s) or its agent(s) or employee(s) to act as an agent or representative for or on behalf of the Covered Entity.
- F.10.10.24.** *Entire Agreement.* This HIPAA Compliance Clause, as may be amended from time to time pursuant to Section F.10. Miscellaneous, Paragraph b. Amendment, which incorporates by reference the HCA, and specific procedures from the District of Columbia Department of Health Privacy Policy Operations Manual, constitutes the entire agreement and understanding between the Parties and supersedes all prior oral and written agreements and understandings between them with respect to applicable District of Columbia and federal laws, rules and regulations, HIPAA and the Privacy Rule, and any rules, regulations, requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary

F.11 ORDER OF PRECEDENCE CLAUSE

F.11.1 Disputes regarding any inconsistency between this Agreement and other documents shall be resolved by giving precedence in the following order:

- F.11.1.1** The Human Care Agreement
- F.11.1.2** The Government of the District of Columbia Standard Contract Provisions for Use with District of Columbia Government Supply and Services dated March 2007.
- F.11.1.3** Human Care Agreement Solicitations DCJM-2011-H-0004.
- F.11.1.4** Contractor's proposal in response to Human Care Agreement Solicitation, DCJM-2011-H-0004.
- F.11.1.5** Contractor's Contractor Qualification Record
- F.11.2** The following attachments, available at www.dds.dc.gov, are incorporated by reference into this Agreement.
- F.11.2.1** Government of the District of Columbia Standard Contract Provisions for Use with District of Columbia Government Supply and Services, dated March 2007
- F.11.2.2** U.S. Department of Labor Wage Determination No. 2005-2103 Revision No. 8, dated May 26, 2009
- F.11.2.3** The DDS Policies and Procedures are at <http://dds.dc.gov/dds/cwp/view,a,3,q,498424.asp>

SECTION G

INSTRUCTIONS, CONDITIONS AND NOTICES TO PROVIDERS

G.1 HUMAN CARE AGREEMENT AWARD

G.1.1 Award in the Best Interest of the District

The District intends to award multiple Human Care Agreements resulting from this solicitation based upon the Contracting Officer's determination that the Human Care Agreement is in the best interest of the District, considering the service provider's qualifications, its capability of providing the services, and a determination that the price is reasonable. Determination of qualification is determined based on the Provider's Contractor Qualification Record (CQR) and the attachments that support the entries on the CQR.

G.1.2 Initial Offers

The District may award Human Care Agreements on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Provider's best terms from a standpoint of cost or price, technical and other factors.

G.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and three (3) copies of the written application shall be submitted. Applications shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted, in lieu of originals, however, offerors are **encouraged to submit electronic copies** of applications to facilitate agency responses to Freedom of Information Act requests. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. **DCJM-2011-H-0004** for Human Care Agreement for Vocational Training Services." Providers' qualification packages may be submitted to DDS from **through 10:00 a.m. on September 30, 2011. If September 30, 2011 is on a weekend, electronic copies sent to the Contracting Officer will be accepted.** Contractors are encouraged to submit applications as early as possible throughout the period that the application is open rather than waiting to submit closer to the closing date.

The Provider shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and service delivery thereof. The information requested below shall facilitate evaluation and best value source selection for all applications. The data provided by the Provider must contain sufficient detail to provide a clear and concise representation of the requirements in Section C.

G.3 SIGNING OF HUMAN CARE AGREEMENT

The Provider shall sign and print or type its name on the Human Care Agreement Award form of this solicitation. Agreements signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

G.4 RETENTION OF APPLICATIONS

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

G.5 ACKNOWLEDGMENT OF AMENDMENTS

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