



NEGOTIATED CONTRACT FOR GOODS AND/OR SERVICES

**ISSUED BY:** Office of Contracts and Acquisitions (OCA)  
**ADDRESS:** 1200 First Street, NE, 9<sup>th</sup> Floor, Washington, DC 20002

**CONTRACT NO:** GAGA-2023-C-0284                      **SOLICITATION NO:** N/A

**PROGRAM OFFICE:** Division of Specialized Instruction (DSI)

**CAPTION:** Emergency Occupational and Physical Therapy Services

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The undersigned offers and agrees that, with respect to all terms and conditions, as negotiated between the offeror and DCPS, and contained herein, and the provisions of the solicitation, constitutes the Formal Contract.

**ACCOUNTING AND APPROPRIATION DATA:**

**PURCHASE ORDER NUMBER: TBD**

|  |   |
|--|---|
| <p><b>CONTRACTOR:</b> (Contractor shall not commence performance until the District of Columbia Public Schools has signed this document)</p> <p><u>Milestone Therapeutic Services, Inc.</u><br/>Contractor's Name</p> <p>BY: <u>Alicia Nti</u><br/>Signature of Authorized Representative</p> <p><u>Director</u><br/>Title</p> <p><u>6/29/2023</u><br/>Date</p> <p><u>1160 Varnum Street, NE, Suite 315</u><br/><u>Washington, DC 20017</u><br/>Mailing Address of the Contractor</p> <p><u>202-575-5404</u>                                      <u>301-576-5404</u><br/>Telephone No.                                      Facsimile</p> | <p><b>ACCEPTANCE BY THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS:</b></p> <p><u>Brenda Allen</u><br/>Contracting Officer</p> <p><u>Brenda Allen</u>                                      <u>6/29/2023</u><br/>Type or Print Name                                      Date</p> <hr/> <p>The information contained in the box below is for District of Columbia Public School use only and in the event of a discrepancy between this information and the terms of the contract, the contract terms shall take precedence.</p> <hr/> <p><b>PERIOD OF CONTRACT:</b><br/><b>July 1, 2023, thru September 30, 2023</b></p> <p><b>CONTRACT AMOUNT: \$290,910.00</b></p> |
|--|---|

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

**B.1** The District of Columbia Public Schools (DCPS), Office of Contracts and Acquisitions (OCA), on behalf of the Division of Specialized Instruction (DSI), requires experienced licensed Occupational Therapy Contractors with the capacity to provide assessment, consultation, and intervention services and case management in the areas of occupational therapy and physical therapy in an urban school setting for an estimated 2,000 DCPS students on a continuous basis for up to five years.

B.1.1 Certified Occupational Therapy Assistants (COTAs) and Physical Therapy Assistants (PTAs) are not eligible under this contract.

B.1.2 The Contractor shall provide consultation and intervention strategies to the Individualized Education Plan (IEP) Team, Parents, and General Education Practitioners and provide directly related services, on an as-needed basis, to students who are in the special education setting and are diagnosed with a qualifying physical, gross motor, fine motor, visual perceptual and/or sensory impairment that impacts the child's academic performance under Individuals with Disabilities Education Act (IDEA), IEP, Section 504 plan (504 plan), Individualized Service Plan (ISP), and Multi-Tiered Systems of Support (MTSS) services.

B.1.3 The Contractor shall have a minimum of five (5) years of business experience, including three years of previous experience providing occupational therapy services in an urban school setting.

**B.2 PRICE SCHEDULE:**

B.2.1 The Contractor shall charge an hourly rate for performing school-based occupational therapy services, consultation, assessments, and intervention services for students with IEPs, 504 plans, and Multi-Tiered Systems of Support (MTSS) services.

B.2.2 The hourly rate shall be inclusive of attendance of IEP meetings, collaboration block meetings, Staff Development Meetings, Parent-Teacher Conferences, and school special education team meetings. Additionally, the Contractor shall attend, upon request, impartial due process hearings and other proceedings related to the delivery of occupational therapy services to the assigned student(s).

B.2.3 The hourly rate shall include the time spent on administrative and clerical matters (including, but not limited to, time spent on report writing, documentation, word processing, the internal organization of files, papers, exhibits, or other documents, creating billing document/records, and copying) and other activities related to ensuring DCPS compliance with federal and state regulations regarding the provision of special education services. The Contractor shall provide assessment kits, intervention materials, and technology equipment such as laptops or cellular phones to their staff.

B.2.4 The hourly rate shall be inclusive of OT staff clinical supervision and oversight by the Contractor. Clinical supervision/oversight, job-embedded support, and clinical management completed by the Contractor are not billable to DCPS.

B.2.5 The regular school hours are from 8:00 a.m. to 3:30 p.m., or as specified by the school administration or DCPS OT and PT Manager. DCPS does not allow flexing of the hours. The maximum billable hours per school day is seven (7) hours. There is a non-paid thirty-minute lunch.

B.2.6 Hours during Extended Summer Year (ESY) are from 8:00 am to 1:00 pm or 9:00 am to 2:00 pm, depending on the school site. The maximum billable hours per ESY school day is 5 hours.

B.2.7 Holidays and school closures (including inclement weather) are not billable to DCPS.

B.2.8 This hourly rate shall include all direct and indirect costs. Weekly, an estimated 75% of staff time is spent on IEP-prescribed services (direct & consultation), 504 plan interventions, and MTSS interventions. See the cost and price schedule (Section B.3).

B.2.9 In completing the below schedule, the prospective offeror is estimating the loaded hourly rate and the number of OT staff. Prospective offerors are providing pricing data pursuant to the following: loaded hourly rate inclusive of indirect and direct cost, multiplied by the estimated number of hours for the contract year, multiplied by the estimated number of OT staff to provide at the time of the award of the contract.

**B.4 PRICE SCHEDULE – FIXED PRICE REQUIREMENTS**

**B.4.1 EMERGENCY PERIOD – July 1, 2023, to September 30, 2023**

| Line Item<br>CLIN No | Description of<br>Services   | Estimated<br>Quantity Number<br>of hours  | Unit  | Price per<br>Hr. | Quantity<br>Staff | Estimated Total Price<br>Ceiling |
|----------------------|--|---|-------|------------------|-------------------|----------------------------------|
| 0001                 | Extended<br>School<br>Year -<br>Occupational<br>Therapy<br>Services        | <b>Up to 270 Hours</b><br>(up to 3 OTs for<br>up to 18 school<br>days x 5 billable<br>hours)    | Hours | \$85.00          | 3                 | \$22,950.00                      |
| 0002                 | Occupational<br>Therapy (OT)<br>Assessment and<br>Intervention<br>Services | <b>Up to 3,045 hours</b><br>(up to 15 OTs for<br>up to 29 school<br>days x 7 billable<br>hours) | Hours | \$88.00          | 15                | \$267,960.00                     |

**SECTION C: SPECIFICATIONS/WORK STATEMENT**

**C.1 SCOPE:**

C.1.1 The DCPS/DSI requires the services of a Contractor to provide school-based occupational therapy (OT) services to an approximate number of 2000 students for the traditional school year term and summer extended school year to supplement DCPS’ employed OT staff.

C.1.2 The OT staffing need will vary on a regular basis depending on the number of employed OT staff, student enrollment, and anticipated student attendance numbers for summer.

C.1.3 The Contractor shall provide a planned delivery of contracted OT services to improve student performance, consistency of therapy, and support quality service delivery. The Contractor shall collaborate in the delivery system to achieve maximum efficiency and student outcomes given the

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resources available as outlined in the DCPS OT and PT Program Guidebook regarding intervention schedules.

C.1.4 Additionally, all contracted OT services delivered to DCPS students with an established Multi-tiered Systems of Support (MTSS) Plan, Individual Education Program (IEP), and Section 504 plan shall be provided in accordance with the standards specified in **Section C.5**. DCPS is committed to an educationally relevant model of general and special education and Section 504 plan service delivery that utilizes a multidisciplinary team approach to integrate therapies into the general/special educational environment.

C.1.5 The Contractor shall provide occupational therapy services for students with 504 plans, IEPs, and MTSS needs.

C.1.5.1 The Contractor shall provide occupational therapy services for students in DCPS schools, Project Search Programs, Workforce Development Programs, Head Start Centers, and in the Home Hospital Instruction Program.

C.1.6 The Contractor shall provide services according to the need of school-based Occupational Therapy (OT) services set forth in this contract for the DCPS schools. Services shall include screening; assessments; interventions; consultations; participation in pertinent meetings and development; and implementation of professional development to contract staff and DCPS staff as required to meet the needs of the students and the DSI Related Services Occupational Therapy Program.

**C.2 APPLICABLE DOCUMENTS:**

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

| Item No. | Document Type            | Title   |
|----------|--------------------------|---|
| 1.       | DSI Programs & Resources | DSI SY22-23 OT & PT Guidebook for Staff   |
| 2.       | Practice Guidance        | 2017 Due Diligence Guidelines: Untimely Assessments and Missed Services   |
| 3.       | Federal Law              | Individuals with Disabilities Act 2004<br><a href="http://www.vesid.nysed.gov/specialed/idea/">http://www.vesid.nysed.gov/specialed/idea/</a>   |
| 4.       | Federal Law              | Americans with Disabilities Act 2008<br><a href="http://www.access-board.gov/about/laws/ada-amendments.htm">http://www.access-board.gov/about/laws/ada-amendments.htm</a>                               |
| 5.       | District Law             | District of Columbia Municipal Regulations<br>- <a href="https://www.dcregs.dc.gov/Common/DCMR/RuleList.aspx?ChapterNum=5-E30">https://www.dcregs.dc.gov/Common/DCMR/RuleList.aspx?ChapterNum=5-E30</a> |
| 6.       | DCPS Calendar            | DCPS School Calendar<br><a href="https://dcps.dc.gov/page/dcps-calendars">https://dcps.dc.gov/page/dcps-calendars</a>   |

C.2.2 The documents, as set forth in Section C.2.1, are subject to revision, and the most up-to-date versions apply. DCPS will be responsible for instructing the Contractor of any revisions or updates. The Contractor shall be responsible for ensuring reference and compliance with the revisions and updates.

C.2.3 The Contractor shall comply with the most recent versions and future revisions to all applicable Federal and District of Columbia laws and court orders related to the performance of the contract requirements. The Contractor may be entitled to an equitable adjustment under the Changes clause in Attachment J.1 “Standard Contract Provisions” as a result of compliance with future regulations, policies, and

subsequent amendments, including but not limited to the following applicable documents.

C.2.2 If additional documents become applicable, DCPS will make the Contractor aware of the applicable documents in writing.

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

These terms, when used in this emergency contract, have the following meanings:

C.3.1 “Frontline” – OTs and PTs will be able to review their 504 caseloads, assign 504 assessments, document MTSS interventions, and document 504 services. Frontline is a web-based system.

C.3.2 “Day” – a calendar day unless otherwise indicated as a school day or a business day.

C.3.3 “Extended School Year (ESY)” - Extended School Year: ESY refers to special education and/or related services provided beyond the normal school year for the purpose of providing a free, appropriate public education (FAPE) to a student with a disability in accordance with the child’s IEP. ESY is intended to protect students from regressing on key goals of their IEP over the summer and ensure they can benefit from their IEP during the regular school year.

C.3.4 “Family Educational Rights and Privacy Act” (FERPA) – the Act protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

C.3.5 “Floating Staff” – Floating staff covers short or long-term absences, so all vendor contract FTE positions are always filled throughout the term of the contract.

C.3.6 “Free, Appropriate Public Education” (FAPE) – special education and related services which 1) are provided at public expense, under public supervision and direction, and without charge; 2) meet the standards of the D.C. Public Schools; 3) include early childhood, preschool, elementary school, or secondary school education; and 4) are provided in conformity with an individualized education program (IEP).

C.3.7 “GOLD” Early childhood classrooms in DCPS utilize a curriculum and assessment tool Called Teaching Strategies GOLD. Teaching Strategies GOLD is an authentic observational assessment system for children from birth through kindergarten. It is designed to help teachers get to know their students well, what they know and can do, and their strengths, needs, and interests.

C.3.7.1 The Teaching Strategies GOLD assessment system blends ongoing, authentic observational assessment for all areas of development and learning with intentional, focused performance–assessment tasks for selected predictors of school success in the areas of literacy and numeracy. This seamless system for children is designed for use as part of meaningful everyday experiences in the classroom or program setting. It is inclusive of children with disabilities, children who are English-language or dual-language learners, and children who demonstrate competencies beyond typical developmental expectations. The assessment system may be used with any developmentally appropriate curriculum.

C.3.7.2 The GOLD links key developmental milestones with instruction in order to track student progress. Individual objectives correspond to the dimensions which include: (a) Social – Emotional; (b) Physical

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(c) Language; (d) Cognitive; (e) Literacy; (f) Mathematics; (g) Science and Technology; (h) Social Studies; (i) The Arts; and (j) English Language Acquisition.

C.3.8 “Health Insurance Portability and Accountability Act” (HIPAA) – the Act guarantees patients new rights and protections against the misuse or disclosure of their health records.

C.3.9 “Home Hospital Instruction Program” (HHIP) – The program is designed for students with medical limitations that prevent the student from attending school. IEP-specialized instruction and related services are provided in the home or hospital setting.

C.3.10 “Individuals with Disabilities Education Act” (IDEA) – The Individuals with Disabilities Education Act (IDEA) is a United States federal law that governs how states and public agencies provide early intervention, special education, and related services to children with disabilities. It addresses the educational needs of children with disabilities from birth to age 18 or 21 in cases that involve 14 specified categories of disability.

Under IDEA 2004:

- Special education and related services should be designed to meet the unique learning needs of eligible children with disabilities, preschool through age 21.
- Students with disabilities should be prepared for further education, employment, and independent living.

C.3.11 “Individualized Education Program” (IEP) – In the United States an Individualized Education Plan, commonly referred to as an IEP, is mandated by the ‘Individuals with Disabilities Education Act’ (IDEA). In Canada and the United Kingdom, an equivalent document is called an Individual Education Plan. An IEP is designed to meet the unique educational needs of one child, who may have a disability, as defined by federal regulations. The IEP is intended to help children reach educational goals more easily than they otherwise would. In all cases the IEP must be tailored to the individual student's needs as identified by the IEP evaluation process and must especially help teachers and related service providers (such as paraprofessional educators) understand the student's disability and how the disability affects the learning process.

C.3.11.1 The IEP should describe how the student learns, how the student best demonstrates that learning and what teachers and related service providers will do to help the student learn more known disabilities, simultaneously considering ability to access the general curriculum, considering how the disability affects the student’s learning, developing goals and objectives that correspond to the needs of the student, and ultimately choosing a placement in the least restrictive environment (LRE) possible for the students.

C.3.12 “Local Education Agency” (LEA) – the agency holding educational responsibility for students within a defined jurisdiction. For the purpose of this solicitation, the LEA is the District of Columbia Public Schools.

C.3.13 “Every Student Succeeds Act of 2015” (ESSA) - On December 10, 2015, President Obama signed into law the, Every Student Succeeds Act of 2015. The Act reauthorized the 50-year-old Elementary and Secondary Education Act by replacing the previous version of the law, known as ‘No Child Left Behind’ (NCLB), and is intended to offer states greater flexibility to address situations within local schools.

C.3.14 “National Provider Identifier” (NPI) - As a result of the Affordable Care Act, the Centers for Medicare and Medicaid (CMS) issued a final rule (42 CFR Parts 424 and 431) on April 12, 2012 requiring all providers of medical services to obtain a National Provider Identifier (NPI). The NPI acts as a unique provider identifier for Medicaid claims submitted to the Medicaid Agency. In order to properly conduct

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Medicaid claiming, all providers rendering services on behalf of the District of Columbia Public Schools must obtain their NPI.

- C.3.15 “Occupational Therapy and Physical Therapy Program” – Program that encompasses Occupational Therapy and Physical Therapy services within Related Services/Division of Specialized Instruction/DCPS.
- C.3.16 “Occupational Therapy and Physical Therapy Program Manager” – A program manager is assigned by Related Services / Office of Specialized Instruction / DCPS to supervise and the services and program of Occupational Therapy and Physical Therapy.
- C.3.17 “Office of the State Superintendent of Education” (OSSE) – State Education Agency for DCPS.
- C.3.18 “Parent” – a parent, a guardian, a person acting as a parent of a child, or a surrogate parent who has been duly appointed by a public agency.
- C.3.19 “Random Moment in Time Study” (RMTS) – RMTS is required by the federal Centers for Medicare & Medicaid Services (CMS) to secure reimbursement funds from Medicaid for schools. The reimbursement funds are used to pay for products and services to enhance the quality of student education. In order to maintain eligibility for Medicaid Reimbursement, DCPS must maintain a minimum response rate of 85% or higher.
- C.3.20 “Multi-Tiered Systems of Support” (MTSS) – A process of referring students to the school team of teachers and related service providers to review current difficulties or concerns in education, behavior, sensory, motor, communication, etc. to determine if pre-referral interventions are warranted. Tiered pre-referral interventions provided to students with difficulties or concerns in education, behavior, sensory, motor, communication, etc. Students receiving MTSS services may or may not be special education.
- C.3.21 “Section 504” – Section 504 is an antidiscrimination statute that assures equal opportunity to individuals with disabilities who participate in programs that are federally funded. Students who are not classified as eligible for special education and related services may receive accommodations and services under a 504 Plan. A 504 Plan may include either school-based occupational therapy or physical therapy, in the form of consultation or direct service.
- C.3.22 “Special Education” – shall mean classroom instruction or special services or programs, provided at no cost to the parents, which is specially-designed to meet the unique needs of a student with disabilities. Instruction is provided without charge, but does not preclude incidental fees that are normally charged to students without disabilities, or their parents, as part of the regular education program
- C.3.23 “State Education Agency” (SEA) – the State Education Agency is the Board of Education for the District of Columbia, unless otherwise designated.
- C.3.24 “Students With Disabilities” – students who have been evaluated in accordance with DCPS procedures and identified as having temporary or long-term special education needs arising from cognitive, emotional or physical factors, or any combination of these. The ability to meet general education objectives is impaired to a degree whereby the services available in the general education program are inadequate for preparation to achieve educational potential. Included are students having mental retardation, hearing impairment (including deafness), speech impairment, language impairment, visual impairment (including blindness), serious emotional disturbance, other health impairment, orthopedic impairment, specific learning disability, autism, traumatic brain injury, deaf-blindness, and multiple disabilities.

C.3.25 “Special Education Data System (SEDS)” - The Special Education Data System (SEDS) is a comprehensive data system designed to support high quality, seamless service delivery for children with disabilities. SEDS is currently in its third year of implementation. OSSE has mandated its use by all LEAS to support the goal of optimizing the ability to improve service delivery and increase compliance related to the provision of a Free Appropriate Public Education (FAPE) to all students with disabilities in the District of Columbia.

#### **C.4 BACKGROUND:**

C.4.1 The District of Columbia Public Schools (DCPS) has a student population identified of 2000 students with occupational therapy needs,

C.4.1.1 DCPS has an estimated need of approximately three (3) occupational therapists for ESY 2023.

C.4.1.2 DCPS has an estimated need of approximately fifteen (15) Full-Time Equivalent (FTE) occupational therapists to supplement DCPS’ staff to provide school-based occupational therapy for SY 23-24.

C.4.2 At any time during the contract, the staffing needs may increase or decrease based on the needs of DCPS.

C.4.3 DCPS OTs provide intervention services to students and training support to school staff and parents, as well as ensures effective and timely assessments and service-delivery, supports Related Services capacity, and ensures compliance on the part of the DSI.

C.4.4 DCPS is required by law, rules, and regulations to provide OT services to all students identified with the needs in their MTSS plans, IEPs and 504 plans.

C.4.4.1 The MTSS and IEP team members include students, parents, related service providers, teachers, school administrators, and related community resources. The OTs shall provide consultations, screenings, assessments, and intervention as a related service(s) and as indicated on students’ IEP, MTSS or 504 plans.

C.4.5 Annually, DCPS, DSI and the Occupational Therapy and Physical Therapy Program identify strategic goals to address. The Contractor shall provide consultation and support DCPS’ current strategic plan and goals.

C.4.6 Certified Occupational Therapy Assistants (COTAs) and Physical Therapy Assistants (PTAs) are not eligible under this contract. OT and PT graduate students are not eligible under this contract.

C.4.7 DCPS is an urban school district with 118 schools, 52,000 students, and 4,000 teachers. DCPS student population is as follows:

- 18% Hispanic
- 4% Asian, Multiracial, Other
- 13% White
- 64% Black
- 11% Are English Language Learners
- 15% Receive Special Education Services
- 76% Qualify for Free and Reduce



**C.5 REQUIREMENTS:**

**STAFF REQUIREMENTS**

C.5.1 The Contractor shall ensure that its entire staff shall possess current licenses and certifications required by DCPS, OSSE and the District of Columbia Department of Health (DOH).

C.5.1.1 The Contractor shall ensure each OT holds a current DC DOH Board of Occupational Therapy. Contractor shall submit the DC DOH license to the DCPS Contract Administrator and DCPS OT and PT Program Manager three (3) business days prior to the Contractor's staff start date.

C.5.1.2 The Contractor shall ensure all staff holds a current and active DC DOH license at all times without gap or lapse. If at any time during the contract period, the Contractor's staff have a gap or lapse in the DC DOH license, DCPS will dispute hours billed by the uncertified or unlicensed staff.

C.5.2 The Contractor shall ensure each OT and PT possess one full year of school-based experience in occupational therapy or physical therapy.

C.5.2.1 The Contractor shall ensure that each new OT graduate has completed one or more fieldwork level II school-based experiences in occupational therapy.

C.5.2.2 The Contractor shall ensure each new OT graduate has experience in the administration, scoring and writing of occupational therapy assessments.

C.5.2.3 The Contractor shall ensure each new OT graduate has experience participating in an IEP meeting in a school-based setting.

C.5.3 The Contractor shall provide staff specialized in educational occupational therapy services to meet DCPS' need. This should include strong knowledge base of evidence-based assessment and intervention in the areas of autism, early childhood, medically fragile and assistive technology implementation.

C.5.4 The Contractor shall provide bilingual staff to meet the growing bilingual needs in DCPS. Although it is understood that the provision of bilingual OT staff does not substitute for the District's responsibility to provide translator services under the District's Language Access Act of 2004.

C. 5.5 The Contractor shall provide a clinical OT lead for this contract to provide supervision and oversight for the Contractor's OT staff and Contractor's adherence to deliverables outlined in this contract/solicitation and DCPS' guidelines and policies including DCMR, OSSE ,and DCPS Occupational Therapy and Physical Therapy Program Guidebook. The Contractor shall include the clinical OT/PT lead on the staffing roster and provide the resume as outlined in Section M.3.1.

C. 5.5.1 The Contractor clinical OT/PT lead shall complete a bi-annual performance assessment comparable to the elements in DCPS' IMPACT tool.

C.5.5.2 The Contractor clinical OT/PT lead shall provide clinical support and training to staff based on their clinical and caseload needs.

C.5.5.3 The Contractor clinical OT/PT lead's time providing clinical and supervisory support is not billable to DCPS.

- C.5.5.4 The Contractual clinical OT/PT lead may be utilized in the Contractor's staffing roster as a regular OT staff providing assessment and therapy services in schools or as a floating OT staff.
- C.5.5.5 The Contractual clinical OT/PT lead shall have minimum of three (3) years of OT clinical experience in school settings and previous experience with supervision.
- C.5.5.6 The Contractor shall ensure that staff has direct access to experienced supervisors with expertise in autism, sensory regulation, handwriting interventions, special education law, interdisciplinary collaboration, evidence-based intervention techniques, etc.) to ensure optimal programming and student outcomes.
- C.5.6 The Contractor's services shall adhere to the procedures and standards established by the DC Municipal Regulations (DCMR), District of Columbia special education state regulations (OSSE), Medicaid, and all other statutory requirements.
- C.5.6.1 The Contractor shall adhere to all IDEA 2004, federal, state, and DCPS guidelines.
- C.5.6.2 The Contractor shall follow and abide by the general code of ethics and standards of practice of all local, state, and federal American Occupational Therapy Association (AOTA) standards governing the delivery of occupational therapy and special education services.

#### **CLEARANCE AND PRE-EMPLOYMENT**

- C.5.7 The Contractor shall provide proposed staff resumes, DC DOH license, sample assessment report, and specialized training certificates before the staff provides services to DCPS students. The Contractor shall provide the current DC DOH license a minimum of three (3) days prior to the start date.
- C.5.8 The Contractor shall make available to DCPS all resumes, cover letters, curriculum vitae, and references of the Contractor's providers and managed staff before they start providing services to DCPS students. The Contractor shall submit the resumes for all proposed staff as described in Section M.3.1 Professional Qualifications.
- C.5.8.1 The Contractor shall submit all pre-employment documentation (i.e. TB-test results, NPI, DOH licensure) to the DCPS OT and PT Program Manager three (3) business days prior to school assignments being provided and before any provider/manager staff services DCPS students under this contract.
- C.5.9 The Contractor shall ensure all providers/clinicians undergo a DCPS interview via phone/video conference with the DCPS OT and PT Program Manager. After the interview, the DCPS OT and PT Program Manager will determine if the proposed provider is approved or rejected
- C.5.10 The Contractor's provider staff and management staff shall undergo background checks pursuant to DCPS standards, including fingerprinting, and drug screening, and satisfy all DCPS clearance requirements. The Contractor shall complete the DCPS fingerprinting and drug testing at no cost to the Contractor. Requirements must be completed prior to school assignments being provided and before any provider/manager staff services DCPS students under this contract.
- C.5.11 The Contractor shall complete the TB Risk Screening Assessment within the DCPS Clearance Application. Individuals whose assessments indicate one or more risk factors will be directed to complete a TB skin or blood test and return the cleared results prior to school assignments being provided and before any provider/manager staff services DCPS students under this contract.

C.5.12 The Contractor shall ensure each OT and PT possesses a National Provider Identifier (NPI). The Contractor shall submit the NPI to the OT and PT Program Manager three (3) business days prior to the start of services to DCPS students. If at any time during the contract period, the Contractor's staff have a gap or lapse in the NPI, DCPS is unable to obtain Medicaid reimbursement. The Contractor shall reimburse DCPS for the hours billed by the staff without an NPI.

### **STAFF ROSTER**

C.5.13 The Contractor shall develop a district wide staffing plan using the DCPS form approved by the DCPS Contract Administrator and DCPS OT and PT Program Manager. The staffing wide plan must list regular staff, floating staff and the Clinical OT/PT Lead. The Contractor shall submit proposed staffing roster and provide the resume, DOH license number, bilingual skills, clinical specialty information and years of school-based experience as described in Section M.3.1.

C.5.13.1 The Contractor's regular staff should work no less than three (3) full days per week.

C.5.13.2 The Contractor's floating staff is short-term personnel to be utilized during staffing gaps pending a permanent replacement.

C.13.2.1 Floating staff is billable when assigned, covering staffing gaps and working with students. The floating staff should be utilized to ensure the Contractor fulfills their staffing numbers throughout, as indicated on their DCPS contract and PO.

C.5.13.3 The staffing roster must be submitted to the DCPS Contract Administrator and OT and PT Program Manager.

C.5.13.4 The Contractor's staffing Plan shall detail the staffing and supervision assignments across DCPS. During the contract period and school year, the Contractor is required to submit an updated provider roster to capture changes in regular and floating staff (i.e., resignations, terminations, new additions, etc).

C.5.13.5 The Contractor shall meet bi-weekly with the DCPS OT & PT Program Manager to review the Staffing Plan and adjust thereto.

C.5.14 The Contractor shall assure continuity of service by having several clinicians identified with floating time so that they will be available to provide service at schools with delayed staff starts, unexpected breaks in service, such as school transitions, medical leaves, and resignations during the school year.

C.5.15 The Contractor shall notify DCPS two weeks in advance of a staff delayed start, resignation, separation date, or a contract position that the contractor is unable to staff.

C.5.15.1 The Contractor shall notify DCPS of all potential candidates as they are subject to interview by DCPS staff/OT and PT Program Manager.

C.5.15.2 The Contractor shall cover the vacancies using floating staff or regular staff to cover the gap until a permanent replacement is secured. The temporary coverage must be in place by day three for the uncovered school(s).

C.5.15.3 The Contractor shall secure a permanent replacement or staff person to cover the position due to staff delayed start, resignation, separation date, or a contract position that the contractor is unable to staff.

- C.5.15.4 The Contractor shall be penalized the Contractor's daily rate (hourly rate time seven hours) for each day staff is not secured after a staff has vacated the position or a contract position is not staffed at any time during the contract period for three school days.”
- C.5.16 The Contractor shall make up and deliver all services missed due to vacant or abrupt departures prior to the end of the school year. The Contractor shall make-up services at no additional cost to DCPS.

### **DCPS ORIENTATION/TRAINING**

- C.5.17 The Contractor shall ensure ALL staff attends and complete the following mandatory orientation training conducted by DCPS, included but not limited: OT and PT New Hire Orientation, OT and PT Returning Staff Orientation, ASPEN, RMTS, SEDS, and Frontline. The Contractor's staff shall attend the DCPS opening of school August Pre-Service week training
- C.5.17.1 Prior to the start of the school year, the DCPS Contract Administrator and DCPS OT and PT Program Manager will meet with the Contractor Clinical OT/PT Lead, to review DCPS and OT and PT program policies and procedures.
- C.5.18 The Contractor's new staff shall attend the mandatory OT and PT New Hire Orientation provided by DCPS.
- C.5.19 The Contractor shall ensure all new and returning staff receive trainings regarding expectations outlined in the OT and PT Program Guidebook.
- C.5.20 The Contractor shall ensure staff attends the DCPS OT and PT meetings, DCPS mandated professional staff developments, DCPS cohort meetings and DCPS learning community meetings.
- C.5.21 DCPS reserves the right to hold the Contractor's providers/clinicians accountable to attend trainings on new DCPS policies as needed.

### **VENDOR PD to DCPS**

- C.5.22 The Contractor shall facilitate and provide one (1) of the DCPS mandatory **full-day** professional development training during the school year.
- C.5.22.1 All professional development days are included in the DCPS school year calendar. There are no students in school on professional development days.
- C.5.22.2 The Contractor shall provide an outline, agenda, goals, objectives, and speaker bio for the proposed one-day professional development training as related to the above.
- C.5.22.3 The Contractor shall submit a sample of the professional development training with the outline, agenda, goals, objectives, speaker bio, and AOTA/APTA CEU provider certificate as outlined in Section M.3.1.
- C.5.23 The full-day professional development trainings are for all Contractor staff assigned to DCPS and DCPS Occupational Therapist and Physical Therapist employees. Refer to the DCPS calendar noted in **Section J.2, item number 9** for the DCPS School Calendars.”

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- C.5.24 In conjunction with the OT and PT Manager, the Contractor shall develop and implement one full-day professional development training session. DCPS and the Contractor must mutually agree on the training format.
- C.5.25 All developed training materials as well as curriculum vitae of professional development training presenters, shall be presented to the OT and PT Manager six (6) weeks prior to the date of the training in digital format.
- C.5.26 The Contractor shall facilitate and fund all aspects of professional development training after approval from DCPS. DCPS will provide the venue for the training.
- C.5.27 The Contractor shall develop and print all materials according to DCPS formatting guidelines, and all materials will be made available to DCPS for web-based access to DCPS and Contractor staff. The Contractor shall be responsible for any legal issues originated by copyright infringement.
- C.5.28 The Contractor shall provide AOTA and APTA continuing education units (CEUs) for all the training participants.

**GENERAL PROCEDURES**

- C.5.29 The Contractor's staff shall adhere to the DCPS Occupational Therapy and Physical Therapy Program Guidebook for time and attendance procedures. **Refer to Attachment Document J.8.**
- C.5.29.1 The Contractor shall sign in and out of each assigned school daily in the RSP Attendance book.
- C.5.29.2 The Contractor shall report to work from 8:00 am to 3:30 PM during the regular school. The regular school day is a seven-hour billable workday. Lunch is not billable to the Contractor. Clinical supervision/oversight, CF supervision, and clinical management completed by the Contractor are not billable to DCPS.
- C.5.29.3 The Contractor shall report to work five hours per day during Extended School Year (ESY). ESY is four (4) weeks/ four days each week. ESY workdays are 5-hour billable days.
- C.5.29.4 The Contractor shall follow DCPS and local schools' policies and procedures (including attendance, on-time arrival, respect, dress code, etc.) as outlined in the DCPS Occupational Therapy and Physical Therapy Program Guidebook and local school policies.
- C.5.29.5 The Contractor shall adhere to the adjusted work hours during parent-teacher conference days. This is a seven-hour billable day. Lunch is not billable to the Contractor.
- C.5.29.6 The Contractor shall use a DC Government-provided email address for all DCPS-related email correspondence.
- C.5.30 Outside of IEP meetings and parent-teacher conference days, the Contractor shall consult, collaborate, and conference with teachers and parents on a monthly basis.
- C.5.31 The Contractor shall participate, as required and approved, in educational planning meetings including, but not limited to, School Collaborative Block meetings, special education school team meetings,

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Section 504, Eligibility/IEP, RTI and Multi-Disciplinary Team (MDT) meetings, in order to provide the required input for student programming.

C.5.32 The Contractor shall participate in school staff meetings held during Contractor's tour of duty.

C.5.33 The Contractor shall be 100% compliant with Random Moment in Time Study Responses (RMTS).

**ASSESSMENTS**

C.5.34 The Contractor shall adhere to DCPS Occupational Therapy and Physical Therapy Program Guidebook policies and procedures, which include but are not limited to the assessment format, required assessment components, service log documentation elements, etc. (Refer to attachment J.12)

C.5.35 The Contractor shall complete screenings and classroom observations as outlined in the DCPS Occupational Therapy and Physical Therapy Program Guidebook.

C.5.36 The Contractor must complete assigned assessments timely. Assessments are due within 45 days of parental consent.

C.5.36.1 The Contractor must complete, upload and close out assessments in SEDS in accordance with DCPS guidelines within 45 days of parent consent.

C.5.36.2 If the assessment is ordered using an old consent date or old eligibility event, the assessment is due within 30 days of the order date or in alignment with the current DCPS IMPACT business rules for assessment timeliness.

C.5.36.3 DCPS can request the removal of Contractor staff that complete any assessments late.

C.5.36.4 For assessments with due dates that fall during holiday periods or school breaks, the Contractor shall develop a plan to ensure timely assessments prior to the initiation of holiday or break periods.

C.5.36.5 The Contractor shall alert approved DCPS staff (LEA Representative, School Administration, DCPS Contract Administrator, OT, and PT Program Manager) in writing of any difficulties within SEDS or student /school in completing the assessment timely.

C.5.36.6 The Contractor shall adhere to DCPS Due Diligence: Untimely Assessment and Missed Services Guidance. **Refer to Attachment Document J.6.**

C.5.36.7 The Contractor assessment reports shall adhere to the DCPS Occupational Therapy and Physical Therapy Program Guidebook. **Refer to Attachment Document J.8.**

**INTERVENTION**

C.5.37 The Contractor shall provide an intervention schedule to the DCPS OT and PT Manager two weeks after starting in DCPS, with the principal's signature, and that meets the requirements outlined in the DCPS Occupational Therapy and Physical Therapy Program Guidebook.

C.5.37.1 The Contractor shall provide an updated intervention schedule to the DCPS OT and PT Manager if there is a caseload change (addition/subtraction).

- C.5.37.2 The Contractor shall, in the first two weeks of school or beginning of assignment, provide an introductory letter to parents/guardians and upload a copy into each student's communication log in SEDS.
- C.5.38 The Contractor shall, on a weekly basis, document a minimum of 95% of all delivered and attempted services in SEDS (known as service logs in the SEDS) by the end of their tour of duty the following Monday (or the following school day if the following Monday is a holiday or closure).
- C.5.38.1 The Contractor shall ensure service logs shall adhere to the content and format according to the DCPS Occupational Therapy and Physical Therapy Program Guidebook (**Refer to Attachment J.8**).
- C.5.38.2 The Contractor shall ensure service logs shall adhere to the content and format according to the DCPS Occupational Therapy and Physical Therapy Program Guidebook (**Refer to Attachment J.8**).
- C.5.38.3 The Contractor's staff shall generate one monthly service tracker note for each student on caseload by the fifth of the following month for service logs entered for the previous month's services according to the DCPS Occupational Therapy and Physical Therapy Program Guidebook (**Refer to Attachment J.8**).
- C.5.38.4 The Contractor shall confirm the completion of the monthly service trackers. The Contractor shall not submit a monthly invoice for staff until they finalize service trackers for all students in their assigned school and/or on their caseload by the fifth of the month.

### **MISSED SERVICES**

- C.5.39 The Contractor shall attempt to deliver 100% of the services required by each student's IEP, or 504 plan, for 100% of all students on assigned caseload, assuming such student is available to attend scheduled services and school is in session pursuant to DCPS missed services and due diligence guidance (**Refer to Attachment J.10**). Contractor may be requested to pay the parent(s) for compensatory education OT or PT services based on the undelivered minutes.
- C.5.39.1 Contractor shall implement due diligence procedures pursuant to DCPS Due Diligence: Untimely Assessments and Missed Services Guidelines (**Refer to Attachment J.10**).
- C.5.39.2 The Contractor shall follow the guidelines as outlined in DCPS Due Diligence: Untimely Assessments and Missed Services Guidelines (**Refer to Attachment J.10**) if scheduled services are missed due to unavailable staff. The Contractor shall make up such session(s) at no additional cost to DCPS.
- C.5.39.3 The Contractor shall document all missed sessions (in SEDS) on how services will be made-up in the format indicated by DCPS per the Missed Related Services, Truancy, and Due Diligence Guidelines in **Refer to Attachment J.10**.
- C.5.39.4 The Contractor shall complete a missed service plan for all students whose services will be missed prior to any staff taking such vacation or leave, resignation, or termination. Missed service plans will be approved by DCPS staff (student's case manager, LEA Representative, OT, and PT Program Manager).
- C.5.39.5 The Contractor shall develop a missed services plan for all students whose services will be missed in the DCPS format.

C.5.39.6 The Contractor shall develop and implement proactive missed service plans and work collaboratively with DCPS and families to ensure flexible implementation. In the event that the Contractor's staff is unable to provide scheduled services due to vacation or leave, a missed services plan shall be developed and implemented by the Contractor for all students whose services will be missed, prior to any Contractor's staff taking such vacation or leave. The Contractor shall submit missed service plan following the DCPS format prior to vacation/leave.

C.5. 39.7 The Contractor shall be informed of the acceptance of the make-up plan by the OT and PT Program Manager. The make-up sessions will be monitored monthly and quarterly by the OT and PT Program Manager.

C.5. 39.8 The Contractor shall attempt to make up all remaining missed therapy time by or before the first day of the last week of the school calendar. (**Refer to Section C.6**).

C.5. 39.9 While missed services due to student absences do not require make-up, the Contractor shall implement due diligence actions that satisfy DCPS requirements to ensure students receive the needed services. Refer to DCPS Missed Services, Truancy, and Due Diligence Guidelines in **Attachment J.10**.

C.5. 39.10 The Contractor also shall:

- a. Provide immediate temporary coverage at schools left uncovered by the former staff or schools uncovered due to vendor staff start delays at any time during the contract period or school year to complete any assigned OT and PT therapy services;
- b. Cover the HOD / SA / Due Process Complaint Legal Fees and independent OT and PT services generated by the lack of occupational therapy or physical therapy coverage at schools due to the Contractor; and
- c. Make-up services missed due to the vendor's staffing gap occurring at any time during the contract period without additional cost to the District.

C.5. 39.11 The Contractor shall have deducted the daily rate for each day staff is not secured after staff has vacated the position or a contract position is not staffed at any time during the contract period if a replacement is not found after three business days in accordance with the Consequences of Non-Compliance; (**Refer to Section C.6**)."

### **PERFORMANCE ASSESSMENTS**

C.5.40 The Contractor shall ensure supervision of practice and contract compliance. The Contractor shall submit the resume of key personnel responsible for ensuring supervision and contract compliance.

C.5.40.1 The Contractor shall provide oversight of the documentation, delivery, and make-up services to ensure services are delivered per DCPS guidelines and the terms of the contract.

C.5.40.2 Monthly, the Contractor shall review written documentation from staff (assessment reports, service tracker notes, IEP progress reports, etc.) to ensure documentation adheres to DCPS Occupational Therapy and Physical Therapy Program Guidebook and best practices for OT services.

C.5.40.3 The Contractor shall provide all clinical supervision for OT providers.



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- C.5.41 The Contractor shall evaluate staff biannually using a performance assessment tool similar to DCPS IMPACT performance areas of assessment quality, assessment compliance, intervention services, clinical standards, school collaboration, parent collaboration, 504 and IEP documentation quality (service logs and progress reports) and service delivery compliance.
- C.5.41.1 The Contractor and clinical OT/PT lead shall have experience completing staff performance evaluations for OTs. The Contractor shall submit a sample of an OT or PT staff evaluation as described in Section M.3.1 Professional Qualifications.
- C.5.41.2 The Contractor should complete and finalize biannual performance evaluations at the end of DCPS' quarter two and quarter four periods.
- C.5.42 The Contractor shall develop written 30 day performance plans, which are required for low-performing staff based on biannual performance evaluations or reported by DCPS or Contractor. The Contractor shall submit a sample of an OT or PT staff performance improvement plan as described in Section M.3.1 Professional Qualifications.
- C.5.42.1 DCPS OT and PT Program Manager must approve all written thirty (30) day Performance plans. Performance plans may be renewed for another 30 days if improvement is not demonstrated. If no improvement is demonstrated after 60 days, DCPS has the right to request the dismissal of Contractor staff based on a lack of performance improvement.
- C.5.43 DCPS shall have the right to request dismissal of the Contractor staff based on a lack of performance by such staff, subject to prior written notice to the Contractor and an opportunity for the Contractor to address the specific performance issues within 30 days after receipt by Contractor of written notice from DCPS of such lack of performance.
- C.5.43.1 Upon request from DCPS, the Contractor shall remove low-performing OTs and PTs and replace them with appropriate personnel within 30 days of the request.
- C.5.44 The Contractor shall be subject to unannounced assessment, intervention, and IEP meeting observations by DCPS OT and PT Program Manager.

**BI-WEEKLY MEETINGS WITH DCPS**

- C.5.45 The Contractor shall meet with the DCPS Contract Administrator **bi-weekly** to discuss topics such as the following items:
- a. Assessment Timeliness
  - b. Services delivered
  - c. Documented Services
  - d. Missed/Made Up Services
  - e. Random Moment in Time Study completion
  - f. Staffing roster updates, to include school assignments and caseload updates
  - g. Details on the evidence-based interventions provided by staff
  - h. Student outcomes of the OT and PT interventions from staff
  - i. Upcoming meetings/activities for the following week
  - j. Review of Contractor's staff performance and personnel issues
  - k. Current challenges and barriers to success
  - l. Professional Development Training Planning

C.5.46 The Contractor shall provide an annual presentation to DCPS Contract Administrator and OT and PT Program Manager, DSI, and OCA leadership to review data on key initiatives as a set and agreed upon in terms of format and content. The annual report should include successes, accomplishments, progress toward contract deliverables, and performance indicators.

C.5.47 The Contractor shall collaborate with DCPS, DSI, Related Services, and Occupational Therapy and Physical Therapy Program goals and initiatives. Each school year, these initiatives and goals will be provided to the Contractor.

**C.6 CONSEQUENCES OF NON-COMPLIANCE**

C.6.1 In the event of non-performance or violation or breach of the requirement by the Contractor, DCPS shall have the right to pursue all administrative, contractual, and legal remedies against the Contractor and shall have the right to seek sanctions and penalties as shall be appropriate.

C.6.2 DCPS shall issue directives regarding any deficiencies, and the Contractor shall be obligated to rectify those deficiencies in a timely manner. DCPS shall also, at its options in addition to any other remedies have the availability to it, assess damages for violations of the terms and conditions of the contract in accordance with the following schedule:

| Provision and Solicitation Reference  | Damages Per Occurrence  |
|---|---|
| <p>The Contractor is responsible for hiring, maintaining, and expanding its own support staff at its own cost and expense if staff abruptly leaves.<br/>(Sections C.5.13, C.5.13.4, C.5.14, C.5.15.2, C.5.15.3, C.5.15.4)</p> | <p>The Contractor shall secure a permanent replacement or staff person to cover the position due to staff delayed start, resignation, separation date or a contract position that the contractor is unable to staff.</p> <p>The Contractor shall make up and deliver all services missed due to the vacant or abrupt departures prior to the end of the school year. The Contractor shall make-up services at no additional cost to DCPS.<br/>(Sections C.5.15.3, C.5.15.4, C.5.40.8)</p> |
| <p>The Contractor must provide proof of current certification and licensure for all staff before staff provides services to children.<br/>(Sections C.5.1, C.5.7)</p>   | <p>If at any time during the contract period, the Contractor’s staff have a gap or lapse in DC DOH license, DCPS is unable to obtain Medicaid reimbursement. The Contractor shall reimburse DCPS for the hours billed by the uncertified or unlicensed staff.<br/>(Section C.5.1.2)</p>   |
| <p>The Contractor shall ensure all staff possess a National Provider Identifier (NPI) three days prior to starting in DCPS.<br/>(Sections C.5.12)</p>   | <p>If at any time during the contract period, the Contractor’s staff have a gap or lapse in the NPI, DCPS is unable to obtain Medicaid reimbursement. The Contractor shall reimburse DCPS for the hours billed by the staff without an NPI.<br/>(Section C.5.12)</p>  |

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| <p>The Contractor shall complete screenings and assessments (including bilingual) within 45 days from parental consent date.<br/>(Sections C.5.37, C.5.37.2)</p> | <p>DCPS will request the removal of Contractor staff that complete any assessments late.<br/>(Section C.5.37.3)</p>  |
| <p>The Contractor shall document 95% of IEP services into SEDS on Monday by noon.<br/>(Section C.5.39)</p>   | <p>The Contractor shall confirm the completion of the 95% documentation. Contractor shall not submit monthly invoice for staff until staff has documented 95% of all delivered and attempted services in SEDS for the students in their assigned school and/or on their caseload.<br/>(Section C.5.39.1)</p> |
| <p>All service tracker notes must be finalized by the 5<sup>th</sup> of the following month.<br/>(Section C.5.39.3)</p>  | <p>The Contractor shall confirm the completion of the monthly service trackers. Contractor shall not submit monthly invoice for staff until they finalize service trackers for all students in their assigned school and/or on their caseload by the fifth of the month.<br/>(Section C.5.39.4)</p>          |
| <p>The Contractor shall attempt to deliver 100% of all IEP prescribed services to each student on caseload.<br/>(Section C.5.40)</p>                             | <p>Contractor may be requested to pay the parent(s) for compensatory education OT or PT services based on the undelivered minutes.<br/>(Section C.5.40)</p>  |
| <p>All missed sessions must be made-up per makeup plan. This should occur within the quarter.<br/>(Section C.5.40.8)</p>   | <p>The Contractor shall make up all remaining missed therapy time shall be made up by or before the first day of the last week of the school calendar. The Contractor shall make-up services at no additional cost to DCPS.<br/>(Section C.5.40.8)</p>   |

C.6.3 Non-Compliance Appeal - Appeals shall be handled according to applicable law and policy.

**C.7 DCPS RESPONSIBILITIES AND TASKS**

- C.7.1 DCPS will collaborate with the Contractor in determining best matches in assigning each therapist to school(s). DCPS will provide the Contractor with DCPS identification for admission to the schools to which the Contractor is assigned.
- C.7.2 DCPS will provide k12.dc.gov email accounts; the Contractor shall require staff to access DCPS email accounts at least once per 24 hours. The Contractor shall require staff respond to DCPS emails or DCPS-related emails within 24 hours. The Contractor staff shall not use non-DCPS email addresses for DCPS business.
- C.7.3 DCPS Project Manager will provide orientation to the schools and access to any programs generally required for school personnel, MTSS, IEPs or Section 504 plans of referred students, along with any other pertinent information that would be helpful in supporting the students.
- C.7.4 DCPS Project Manager will provide the Contractor access to the schools, student charts, MTSS, 504 plans and IEPs, assessment data (ordered, open, complete, timeliness) and data related to documentation, missed and delivery information pertinent to therapy programming for contracted OT providers through SEDS and Frontline.

- C.7.5 DCPS Project Manager agrees to support Contractor in the appropriate reengineering of the District's contracted OT service delivery system, which would include, but not be limited to:
- a. Development and implementation of specific exit/entry criteria
  - b. Appropriate discharge of students from caseload, including support of student service alignment plan meetings
  - c. Implementation of therapy "inclusion" and "group therapy" models when feasible and applicable
  - d. Strong management of the District's team leaders to support appropriate reengineering of the delivery system. (i.e., for every case turned down for discharge/modification of services, DCPS agrees to review that case with the Contractor's clinical director and determine, if applicable, the next steps to resolve)
- C.7.6 DCPS will also provide a directory of schools inclusive of addresses, email addresses, and school telephone numbers.
- C.7.7 DCPS Project Manager will provide access to an itemized list of the individual students designated to receive services and the assigned school(s) for staff via SEDS.
- C.7.8 At any time, DCPS has the option to decrease contractual staffing as DCPS staffing increases.
- C.7.9 DCPS will provide training in the use of the designated data management tool in use, which captures each discrete encounter per student (i.e., SEDS, ASPEN, and Frontline)
- C.7.10 DCPS Project Manager will provide the daily oversight of the services to students, schools, and parents per the OCA contract agreement and DCPS policies.
- C.7.11 DCPS Contract Administrator may disallow invoices that are not accompanied by the above requirements listed in C.5, and for staff that has not substantiated their current licensure status with written documentation; these invoices will not be paid until the issues in question are satisfactorily rectified.

**C.8 ADDITIONAL CONTRACTOR RESPONSIBILITIES:**

- C.8.1 The Contractor shall provide documentation with invoices that:
- C.8.1.1 Corroborate the date(s) and time(s) of service provided by educational interpreters;
  - C.8.1.2 Verify arrival and departure times from schools assigned (pursuant to schedules provided); and
  - C.8.1.3 Confirm the names of the students or classrooms supported.
- C.8.2 The Contractor's staff shall:
- C.8.2.1 Follow DCPS and local schools' policies and procedures (including attendance, on-time arrival, respect, dress code, participating in collaborative blocks, etc.);
  - C.8.2.2 Sign in and out on a specific attendance book at schools;
  - C.8.2.3 Be subject to unannounced observations by DSI/ Program Manager;
  - C.8.2.4 Disengage from the use of cellphones or texting during school hours and

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C.8.2.5 Communication with parents outside of the presence of school-based staff, i.e., teacher, LEA Representative, Special Education Coordinator, Principal, or Assistant Principal, must be documented in the communications log.

C.8.3 The Contractor shall ensure compliance with US Code Title 18 Section 1001, which prohibits lying to or concealing information from a federal official by oral affirmation, written statement, or mere denial. The purpose of the statute is to "punish those who render positive false statements designed to pervert or undermine functions of governmental departments and agencies".

**SECTION D: PACKAGING AND MARKING**

**D.1 RESERVE**

**SECTION E: INSPECTION AND ACCEPTANCE**

**E.1** The inspection and acceptance requirements for this contract shall be governed by clause number six, Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

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

**F.1 TERM OF CONTRACT**

The term of the contract shall be from July 1, 2023, through September 30, 2023, as specified on the cover page of this contract. This Contract shall not exceed 90 days.

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

**F.2.1 RESERVED**

**F.3 DELIVERABLES**

**RESERVE**

**SECTION G: CONTRACT ADMINISTRATION**

**G.1 INVOICE PAYMENT:**

**G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances, or adjustments provided for in this contract.

**G.1.2** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

**G.2 INVOICE SUBMITTAL:**

**G.2.1** The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>.

G.2.2 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4.

G.2.3 To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number, which is listed on the Contractor's profile.

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

**RESERVE**

**G.4 PAYMENT:**

**G.4.1 PAYMENTS ON PARTIAL DELIVERIES OF GOODS**

**RESERVE**

**G.4.2 PAYMENTS ON PARTIAL DELIVERIES OF SERVICES**

Unless otherwise specified in this contract, payment will be made on partial deliveries of services accepted by the District if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it, and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

**G.4.3 PARTIAL PAYMENTS**

Unless otherwise specified in this contract, payment will be made on partial deliveries of goods and services accepted by the District if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:

"Payment will be made on completion and acceptance of each percentage or stage of work in accordance with the prices stated in the Schedule in Section B"; and

- c) Presentation of a properly executed invoice.

**G.4.4 LUMP SUM PAYMENT**

The District will pay the full amount due the Contractor after:

- a) Completion and acceptance of all work; and
- b) Presentation of a properly executed invoice.

**G.4.5 PAYMENT FOR REIMBURSABLE ITEMS AND SERVICES**

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Payment for approved reimbursable items and services provided on an hourly labor rate basis will be made based on submitted, approved documentation, including verified timesheets and receipts. Hourly rates shall be computed by multiplying the appropriate hourly rates in Section B by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis. Fixed hourly rates shall be fully loaded and include wages, overhead, general and administrative expenses, and profit.

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS:**

**G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

**G.5.2** Any assignment shall cover all unpaid amounts payable under this contract and shall not be made to more than one party.

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

“Pursuant to the instrument of assignment dated \_\_\_\_\_, make payment of this invoice to (name and address of assignee).”

**G.6 THE QUICK PAYMENT CLAUSE:**

**G.6.1 Interest Penalties to Contractors**

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

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

**G.6.1.2** Any amount of an interest penalty that remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt, and thereafter, interest penalties shall accrue on the added amount.

**G.6.2 Payments to Subcontractors**

**G.6.2.1** The Contractor must take one of the following actions within seven days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

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

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

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

**G.6.2.3** Any amount of an interest penalty that remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor, and thereafter interest penalties shall accrue on the added amount.

**G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

### **G.6.3 Subcontract Requirements**

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

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

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

**LaVeta Hilton**  
**Contracting Officer**  
**District of Columbia Public Schools**  
**Office of Resource Strategy**  
**Contracts and Acquisitions Division**  
**1200 1st Street, NE - 9th Floor**  
**Washington, DC 20002**  
**Ph: 202-442-5136**  
**E-Mail: [laveta.hilton@k12.dc.gov](mailto:laveta.hilton@k12.dc.gov)**

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

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

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

**G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority, and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.



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

**G.9.1** The CA is responsible for the general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

**G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

**G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;

**G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

**G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

**G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

**G.9.2** The address and telephone number of the CA is:

**Vaishnavi Tallury**  
**Office of Teaching and Learning**  
**Social Emotional Academic Development**  
**Division of Specialized Instruction**  
**District of Columbia Public Schools (DCPS)**  
**1200 First Street NE**  
**Washington, DC 20002**  
**E: [Vaishnavi.Tallury@k12.dc.gov](mailto:Vaishnavi.Tallury@k12.dc.gov)**

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

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

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

**SECTION H: SPECIAL CONTRACT REQUIREMENTS**

**H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

**H.1.1** For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

**H.1.1.1** At least 51 percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

**H.1.2** The Contractor shall negotiate an Employment Agreement with the Department of Employment Services (DOES) for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

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

The Contractor shall be bound by the Wage Determination No.: 2015-4281, Rev No. 25, dated 12/27/2022, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with **clause 24 of the SCP**. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

## **H.3 PREGNANT WORKERS' FAIRNESS**

**H.3.1** The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq.* (PPWF Act).

**H.3.2** The Contractor shall not:

(a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee unless the Contractor can demonstrate that the accommodation would impose an undue hardship;

(b) Take adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

- (1) Pay;
- (2) Accumulated seniority and retirement;
- (3) Benefits; and
- (4) Other applicable service credits;

(c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;

(d) Require an employee affected by a pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;

(e) Require an employee to take leave if a reasonable accommodation can be provided; or

(f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

**H.3.3** The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to the PPWF Act to:

(a) New employees at the commencement of employment;

(b) Existing employees; and

(c) An employee who notifies the employer of her pregnancy or other condition covered by the PPWF Act within 10 days of the notification.

**H.3.4** The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

**H.3.5** Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

#### **H.4 UNEMPLOYED ANTI-DISCRIMINATION**

**H.4.1** The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.*

**H.4.2** The Contractor shall not:

(a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or

(b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:

(1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual from the job; or

(2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

**H.4.3** Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

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

**H.5.1** For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. (First Source Act).

**H.5.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service (DOES), in which the Contractor shall agree that:

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

**H.5.3** The Contractor shall not begin the performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

**H.5.4** The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.

**H.5.5** The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.

**H.5.6** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

**H.5.7** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.

**H.5.8** Any contractor which violates, more than once, within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.

**H.5.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14 of the SCP, Disputes**.

**H.5.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

**H.6 ADVISORY AND ASSISTANCE SERVICES:**

**H.6.1** This contract is a "non-personal services contract." The Contractor and the Contractor's employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or

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constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government's right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

**H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA):** During the performance of this contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 et seq

**H.8 WAY TO WORK AMENDMENT ACT OF 2006:**

**H.8.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 et seq.) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.

**H.8.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**H.8.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

**H.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

**H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

**H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 et seq.

**H.8.8** The requirements of the Living Wage Act of 2006 do not apply to: (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;

(2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage; (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility; (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor; (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006; (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective

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institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006; (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District; (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3)); (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services

**H.8.9** The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of the Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

**H.9 SUBCONTRACTING REQUIREMENTS:**

**H.9.1 Mandatory Subcontracting Requirements**

**H.9.1.1** Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

**H.9.1.2** If there are insufficient SBEs to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified, certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

**H.9.1.3** A prime contractor that is certified by DSLBD as a small, local, or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

**H.9.1.4** Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

**H.9.1.5** A prime contractor that is a certified joint venture and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

**H.9.1.6** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

**H.9.1.7** A prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

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

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1 of this clause. The plan shall be submitted as part of the bid and may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

- (1) The name and address of each subcontractor;
- (2) A current certification number of the small or certified business enterprise;
- (3) The scope of work to be performed by each subcontractor; and
- (4) The price that the prime contractor will pay each subcontractor.

### **H.9.3 Copies of Subcontracts**

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, CA, District of Columbia Auditor and the Director of DSLBD.

### **H.9.4 Subcontracting Plan Compliance Reporting**

H.9.4.1 If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

- (A) The price that the prime contractor will pay each subcontractor under the subcontract;
- (B) A description of the goods procured or the services subcontracted for;
- (C) The amount paid by the prime contractor under the subcontract; and
- (D) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

**H.9.4.2** If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

### **H.9.5 Annual Meetings**

Upon at least 30 days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor, and the Director of DSLBD to provide an update on its subcontracting plan.

## **H.9.6 Notices**

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

## **H.9.7 Enforcement and Penalties for Breach of Subcontracting Plan**

**H.9.7.1** A contractor shall be deemed to have breached a subcontracting plan required by law if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

**H.9.7.2** A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.

**H.9.7.3** If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in clause 8 of the SCP, Default.

## **H.9 RESERVED**

## **H.10 FAIR CRIMINAL RECORD SCREENING**

**H.10.1** The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) ("Act" as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.

**H.10.2** Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.

**H.10.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

**H.10.4** The Contractor may only withdraw a conditional offer of employment or take adverse action against an applicant for a legitimate business reason as described in the Act.

**H.10.5** This section and the provisions of the Act shall not apply:

(a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;

(b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;



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(c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or

(d) To employers that employ less than 11 employees.

**H.10.6** A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

**H.11 DISTRICT RESPONSIBILITIES**

**SEE SECTION C.**

**H.12 CONTRACTOR RESPONSIBILITIES**

**SEE SECTION C.**

**H.13 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH:**

**H.13.1** A Contractor that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 *et seq.*), as amended (in this section, the “Act”), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers, in positions whose work requires unsupervised, direct contact with students (such as Managers of Teacher Leadership Development, or MTLDs). The Contractor shall request criminal background checks for the positions requiring criminal background checks determined by the program office.

**H.13.2** The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Contractor shall request traffic records for the positions requiring criminal background checks determined by the program office.

**H.13.3** The Contractor shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.

**H.13.4** The Contractor shall inform all applicants requiring a traffic records check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.

**H.13.5** The Contractor shall obtain from each applicant, employee, and unsupervised volunteer:

- (A) a written authorization that authorizes the District to conduct a criminal background check;
- (B) a written confirmation stating that the Contractor has informed him or her that the District is authorized to conduct a criminal background check;

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- (C) a signed affirmation stating whether or not they have been convicted of a crime pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:
  - (H) Murder, attempted murder, manslaughter, or arson;
  - (ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
  - (iii) Burglary;
  - (iv) Robbery;
  - (v) Kidnapping;
  - (vi) Illegal use or possession of a firearm;
  - (vii) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults.
  - (viii) Child abuse or cruelty to children; or
  - (ix) Unlawful distribution of or possession with intent to distribute a controlled substance;
- (D) a written acknowledgment stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and
- (E) a written acknowledgment stating that the Contractor has notified them that they may be denied employment or a volunteer position or may be terminated as an employee or volunteer based on the results of the criminal background check.

**H.13.6** The Contractor shall inform each applicant, employee, and unsupervised volunteer that a false statement may subject them to criminal penalties.

**H.13.7** Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:

- (A) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check; To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.7.5(C);
- (B) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;

- (D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
- (E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code §22-2405.

**H.13.8** The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.

**H.13.9** Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.

**H.13.10** The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.

**H.13.11** The Contractor shall provide copies of all criminal background and traffic check reports to the COTR within one business day of receipt.

**H.13.12** The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.

**H.13.13** The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position which brings him/her into direct contact with students contingent upon receipt from the CO of the CA's decision after his or her assessment of the criminal background or traffic record check.

**H.13.14** The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the CA's decision after his or her assessment of the criminal background or traffic record check.

**H.13.15** The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee, whose position brings him/her into direct contact with students, who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.

**H.13.16** Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteers in the positions listed in sections H.7.1 and H.7.2.

**H.13.17** An employee or unsupervised volunteer whose position brings them into direct contact with students may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background or traffic record check.

**H.13.18** The CA shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or

employee. The CA shall inform the CO of its decision, and the CO shall inform the Contractor whether an offer may be made to each applicant.

**H.13.19** If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.

**H.13.20** Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person except as directed by the CO.

**H.13.21** The Contractor shall ensure that any Contractor Personnel having direct contact with students while providing service under this contract annually take the mandated reporter training offered by the DC Child and Family Services Agency (Mandated Reporter Training), which is provided for ANY person or employee (private or public) at no cost. This training can be found using the following website: <https://dc.mandatedreporter.org/Registration/Registration.action>. Additional information regarding the Mandated Reporter Training can be found by calling (202) 442-6000 or by visiting <http://cfsa.dc.gov/>. The Contractor shall ensure that Contractor Personnel report suspected instances of child abuse and neglect according to the requirements of District law and the means prescribed in the Mandated Reporter Training. The Contractor must also ensure that its representative responsible for managing this contract takes the Mandated Reporter Training annually. Copies of all Mandated Reporter Training Certificates verifying Contractor Personnel have completed training must be provided to DCPS for record keeping. The Contractor must also maintain copies of such certificates for its internal records. At any time, DCPS reserves the right to request a copy of a Mandated Reporter Training completion certificate for ANY Contractor Personnel working in direct contact with DCPS students.

#### **H.14 FREEDOM OF INFORMATION ACT:**

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records.

#### **H.15 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL:**

The Key Personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified Key personnel for any reason, the Contractor shall notify the Contracting Officer at least thirty calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall notify DCPS within one week of any substitution of the Contractor's Executive Director.

**H.16 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA):**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability.

See 42 U.S.C. 12101 et seq.

**H.17 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.:**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. 794 et seq.

**H.18 RESERVED**

**H.19 UNUSUAL INCIDENTS:**

**H.19.1** The Contractor shall report unusual incidents by facsimile or telephone to the Contract Administrator (CA) within 24 hours and in writing within five (5) days. An unusual incident is an event that directly affects DCPS staff, students, or Contractor's DC regional personnel providing services pursuant to this contract, which is significantly different from the regular routine or established procedures. Examples include but are not limited to death, injury, unexplained absence of Key Personnel, DCPS staff, or DCPS students; Contractor's DC regional staff negligence or willful misconduct in the performance of duties under this Contract; physical, sexual, or verbal abuse of any individual by DCPS or Contractor's DC regional staff; fire; complaints directly related to Contractor's performance under this Contract; requests for information from the press, attorneys, or Government officials outside of DCPS related to, or requiring information about, DCPS; and behavior requiring the attention of DCPS staff not usually involved in such a situation.

**H.19.2** The initial report shall include the date, time, place, the person(s) involved and a brief description of the incident. A full written report of the unusual incident addressing steps taken to resolve the problem shall be forwarded to the CA within the five-day period.

**H.20 PUBLICITY:**

Contractor shall not use the logo of DCPS, the District government, or any District agency in any way, including, but not limited to, in any statement, promotional materials (including on Contractor's website), or other published materials. In addition, the Contractor shall not use the name of DCPS, the District government, or any District agency in any statement, promotional materials (including on the Contractor's website), or in any published materials in a manner which states or implies support for or an endorsement of Contractor by DCPS. Further, the Contractor shall at all times obtain prior written approval from the CA before it makes any public statement, disseminates any promotional materials, or issues any published materials bearing on the services it provides under this contract.

**H.21 CONFLICT OF INTEREST:**

**H.21.1** No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85 and Chapter 18 of the DC Personnel Regulations).

**H.21.2** The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The

Contractor further covenants not to employ any person having such known interests in the performance of the contract.

## **SECTION I: CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 (SCP) are incorporated as part of the contract. To obtain a copy of the SCP go to <http://ocp.dc.gov>, under Quick Links, click on “Required Solicitation Documents”.

### **I.2 CONTRACTS THAT CROSS FISCAL YEARS**

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

### **I.3 CONFIDENTIALITY OF INFORMATION**

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

### **I.4 TIME**

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

### **I.5 RIGHTS IN DATA**

Delete clause 42, Rights in Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 42, Rights in Data) in its place:

#### **A. Definitions**

1. “Products” - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.
4. “District” – The District of Columbia and its agencies.

#### **B. Title to Project Deliverables**

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. **Intellectual Property Rights.** District agrees and acknowledges that Contractor and its licensors own all intellectual property rights in and to the Products, including, without limitation, all trademarks, trade names, service marks, and copyrights in the Products and all underlying software programs and related documentation. District agrees and acknowledges that District and any school shall not acquire any right, title, or interest in or to any Contractor’s intellectual property (IP), including, without limitation, software, trademarks, copyrights, and other intellectual property of Contractor and no other rights are granted by Contractor to the District or any school in Contractor’s IP by implication, estoppel or otherwise. District further acknowledges and agrees that Contractor shall continue, during the term hereof, to expand and modify its Products, in its sole discretion.

#### **C. Subcontractor Rights**

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

#### **D. Source Code Escrow**

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided by the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above and certify such updating of escrow to the District in writing.

#### **E. Indemnification and Limitation of Liability**

The Contractor shall indemnify and save and hold harmless the District, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

#### **I.6 OTHER CONTRACTORS**

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

#### **I.7 SUBCONTRACTS**

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

#### **I.8 INSURANCE**

##### **GENERAL REQUIREMENTS.**

The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO.

All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured



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Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured.

The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

1. Commercial General Liability Insurance ("CGL"). The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 for each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

2. Automobile Liability Insurance. The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing), including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with a minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage. **[PLEASE NOTE: The Contractor is NOT AUTHORIZED to transport any DCPS students or staff in their company or personal vehicles.]**

3. Workers' Compensation Insurance. The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide evidence satisfactory to the CO of the employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of the Government of the District of Columbia.

4. Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$5,000,000 per occurrence, including the District of Columbia as additional insured.

5. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$500,000 per claim or per occurrence for each wrongful act and \$1,000,000 annual aggregate.

The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.

The Contractor shall maintain this insurance for five years following the District's final acceptance of the work performed under this contract.

6. Crime Insurance (3rd Party Indemnity). The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of the Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$500,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.

7. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So-called "silent" coverage under a commercial general liability or professional liability policy will not be acceptable.

8. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, the release of private information, alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverage.

B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five years following final acceptance of the work performed under this contract.

C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

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

E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

F. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled, or not renewed, and provide an updated certificate of insurance to the CO.

- A. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

**The Government of the District of Columbia**

**And mailed to the attention of:**

**DC Public Schools, Department of Contracts and Acquisitions**

**1200 First Street NE 9<sup>TH</sup> Floor Washington DC**

**202-442-5136**

**laveta.hilton@k12.dc.gov**

The CO may request, and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- B. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- C. CARRIER RATINGS. All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the District.

## **I.9 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any bidder who has not satisfied the equal employment requirements.

## **I.10 ORDER OF PRECEDENCE**

The contract awarded will contain the following clause:

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Negotiated Contract for goods and services (pages 1-36)
- (3) Standard Contract Provisions for use with District of Columbia Supplies and Services Contract dated July 2010
- (4) Contract attachments other than the Standard Contract Provisions
- (5) Contractor's Quote dated January 11, 2023

## **I.11 DISPUTES**

Delete clause 14, Disputes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 14, Disputes) in its place:

### ***14. Disputes***

All disputes arising under or relating to the contract shall be resolved as provided herein.

(a) **Claims by the Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant

- (1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:
  - (i) A description of the claim and the amount in dispute;
  - (ii) Data or other information in support of the claim;
  - (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
  - (iv) The Contractor's request for relief or other action by the CO.
- (2) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.
- (3) The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- (4) The CO's written decision shall do the following:

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- (i) Provide a description of the claim or dispute;
- (ii) Refer to the pertinent contract terms;
- (iii) State the factual areas of agreement and disagreement;
- (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
- (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
- (vi) Indicate that the written document is the CO's final decision; and
- (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.

(6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

(7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

**(b) Claims by the District against the Contractor:** Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

(1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.

(2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:

- (i) Provide a description of the claim or dispute;
- (ii) Refer to the pertinent contract terms;
- (iii) State the factual areas of agreement and disagreement;  
State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
- (iv) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;

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- (v) Indicate that the written document is the CO's final decision; and
  - (vi) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- 
- (3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
  - (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
  - (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.
  - (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- 
- (c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
  - (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

**I.12 CHAPTER 39: PAY-TO-PLAY PROHIBITION**

**I.12.1 GENERAL PROHIBITION**

**I.12.2** No business entity shall be eligible for award of District contracts after November 8, 2022 if the business entity or any of its principals contributes to a candidate for political office in violation of this chapter. Nothing in this chapter shall be construed as prohibiting any candidate for public office from self-financing his or her own campaign.

**I.12.3 PROHIBITED CONTRIBUTIONS: CONTRACTING AGENCY SUBJECT TO THE AUTHORITY OF THE MAYOR**

**I.12.4** For contracts with a maximum aggregate value of \$250,000 or more that do not require approval or review by the Council, neither the business entity participating in a solicitation nor any of its principals may make any contribution to the Mayor, any candidate for Mayor, any political committee affiliated with the Mayor or a candidate for Mayor, or any constituent-service program affiliated with the Mayor for the period from the date the solicitation opened through the date of contract award, the date the solicitation is canceled, the termination of negotiations, or notification to the business entity that its response was unsuccessful, whatever occurs soonest.

**I.12.5** For contracts with a maximum aggregate value of 250,000 or more that require approval or review by the Council, neither the business entity participating in a solicitation nor any of its principals may make any contribution to the Mayor, any candidate for Mayor, any political committee affiliated with the Mayor or a candidate for Mayor, any constituent-service program affiliated with the Mayor, any Councilmember, any candidate for Councilmember, any political

committee affiliated with a Councilmember or a candidate for Councilmember, or any constituent-service program affiliated with a Councilmember for the period from the date the solicitation opened through the date of contract award, date the solicitation is canceled, the termination of negotiations, or notification to the business entity that its response was unsuccessful, whatever occurs soonest.

**I.12.6** For contracts with a maximum aggregate value of \$250,000 or more that do not require approval or review by the Council, neither the business entity that was awarded a contract nor any of its principals may make any contribution to the Mayor, any candidate for Mayor, any political committee affiliated with the Mayor or a candidate for Mayor, or any constituent-service program affiliated with the Mayor for the period from the date of contract award through one year after the contract ends, or is terminated.

**I.12.7** For contracts with a maximum aggregate value of 250,000 or more that require approval or review by the Council, neither the business entity that was awarded a contract nor any of its principals may make any contribution to the Mayor, any candidate for Mayor, any political committee affiliated with the Mayor or a candidate for Mayor, any constituent-service program affiliated with the Mayor, any Councilmember, any candidate for Councilmember, any political committee affiliated with a Councilmember or a candidate for Councilmember, or any constituent-service program affiliated with a Councilmember for the period from the date the solicitation opened through the date of contract award through one year after the contract ends nor is terminated.

**I.12.8** **PROHIBITED CONTRIBUTIONS: CONTRACTING AGENCY SUBJECT TO THE AUTHORITY OF THE ATTORNEY GENERAL**

**I.12.9** For contracts with a maximum aggregate value of \$250,000 or more that do not require approval or review by the Council, neither the business entity participating in a solicitation nor any of its principals may make any contribution to the Attorney General, any candidate for Attorney General, or any political committee affiliated with the Attorney General or a candidate for Attorney General for the period from the date the solicitation opened through the date of contract award, the date the solicitation is canceled, the termination of negotiations, or notification to the business entity that its response was unsuccessful, whatever occurs soonest.

**I.12.10** For contracts with a maximum aggregate value of 250,000 or more that require approval or review by the Council, neither the business entity participating in a solicitation nor any of its principals may make any contribution to the Attorney General, any candidate for Attorney General, any political committee affiliated with the Attorney General or a candidate for Attorney General, any Councilmember, any candidate for Councilmember, any political committee affiliated with a Councilmember or a candidate for Councilmember, or any constituent-service program affiliated with a Councilmember for the period from the date the solicitation opened through the date of contract award, date the solicitation is canceled, the termination of negotiations, or notification to the business entity that its response was unsuccessful, whatever occurs soonest

**I.12.11** For contracts with a maximum aggregate value of \$250,000 or more that do not require approval or review by the Council, neither the business entity that was awarded a contract nor any of its principals may make any contribution to the Attorney General, any candidate for Attorney General, or any political committee affiliated with the Attorney General or a candidate for

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Attorney General for the period from the date of contract award through one year after the contract ends nor is terminated.

**I.12.12** For contracts with a maximum aggregate value of 250,000 or more that require approval or review by the Council, neither the business entity that was awarded a contract nor any of its principals may make any contribution to the Attorney General, any candidate for Attorney General, any political committee affiliated with the Attorney General or a candidate for Attorney General, any Councilmember, any candidate for Councilmember, any political committee affiliated with a Councilmember or a candidate for Councilmember, or any constituent-service program affiliated with a Councilmember for the period from the date of contract award through one year after the contract ends nor is terminated.

**I.12.13** **PROHIBITED CONTRIBUTIONS: CONTRACTING AGENCY SUBJECT TO THE AUTHORITY OF THE COUNCIL**

**I.12.14** For contracts with a maximum aggregate value of over \$250,000 or more that require approval or review by the Council, neither the business entity participating in a solicitation nor any of its principals may make any contribution to any Councilmember, any candidate for Councilmember, any political committee affiliated with a Councilmember or a candidate for Councilmember, or any constituent-service program affiliated with a Councilmember for the period from the date the solicitation opened through the date of contract award, date the solicitation is canceled, the termination of negotiations, or notification to the business entity that its response was unsuccessful, whatever occurs soonest.

**I.12.15** For contracts with a maximum aggregate value of over \$250,000 or more that require approval or review by the Council, neither the business entity that was awarded a contract nor any of its principals may make any contribution to the any Councilmember, any candidate for Councilmember, any political committee affiliated with a Councilmember or a candidate for Councilmember, or any constituent-service program affiliated with a Councilmember for the period from the date of contract award through one year after the contract ends nor is terminated.

**I.12.16** **PROHIBITED CONTRIBUTIONS: TERM CONTRACTS**

**I.12.17** No business entity that has been awarded a term contract (including indefinite-delivery/indefinite-quantity contracts, requirements contracts, or a D.C. supply schedule contract) with a ceiling of \$250,000 or greater nor any of its principals may make any contribution to the Mayor, any candidate for Mayor, any political committee affiliated with the Mayor or a candidate for Mayor, any constituent-service program affiliated with the Mayor, the Attorney General, any candidate for Attorney General, any political committee affiliated with the Attorney General or a candidate for Attorney General, any Councilmember, any candidate for Councilmember, any political committee affiliated with a Councilmember or a candidate for Councilmember, or any constituent-service program affiliated with a Councilmember for the period beginning November 9, 2022, or the date the business entity submits its application, which ever occurs later, through one year after the contract ends or is terminated.

**I.12.18** **CERTIFICATION BY BUSINESS ENTITIES**

**I.12.19** Every business entity seeking a contract with a maximum aggregate value of \$250,000 or more shall certify that it and its principals are in compliance with the Campaign Finance Reform



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Amendment Act of 2018, effective March 13, 2019 (D.C. Law 22-250; D.C. Official Code § 1-1001.03 *et seq.*).

**I.12.20** Every business that has successfully been awarded a District contract with a maximum aggregate value of \$250,000 or more shall re-certify that it and its principal are in compliance with the Campaign Finance Reform Amendment Act of 2018, effective March 13, 2019 (D.C. Law 22-250; D.C. Official Code § 1-1001.03 *et seq.*) prior to the exercise of any option period of that contract.

**I.12.21 MANDATORY DISCLOSURES**

**I.12.22** For all contracts with a maximum aggregate value of \$250,000 or more, each business entity shall include with its bid or proposal the names, official titles, and home addresses of its principals as of the date of the solicitation in accordance with the instructions contained in the solicitation.

**I.12.23** Each business entity that has made a disclosure pursuant to section 3906.1 of this chapter shall provide updates as to its principals that occur while the solicitation is pending. Successful awardees shall advise the District as to any change to its principals during the pendency of the contract's period of performance.

**I.12.24** For all contracts with a maximum aggregate value of \$250,000 or more, each business entity shall include with its bid or proposal a list of any other contract or contracts it currently holds or is seeking to obtain from any district agency or instrumentality that contains the following information:

- (a) The procuring agency;
- (b) The program agency;
- (c) The maximum aggregate value of the contract; and
- (d) The date the contract was awarded.

**I.12.25 PENALTIES**

**I.12.26** A violation of this chapter by a business entity or any of its principals shall be cause for debarment pursuant to section 907 of the Procurement Practices Reform Act of 2010, effective Apr. 8, 2011 (D.C. Law 18-371; D.C. Official Code § 2-359.07), and termination of the contract for default.

**I.12.27 DEFINITIONS**

**I.12.28** When used in this chapter, the following terms and phrases shall have the meanings ascribed:

“Business entity” – any for-profit or not-for-profit organization or legally-recognized entity established primarily for a commercial purpose or to engage in a trade or revenue-generating activity including, but not limited to, sole proprietorships, business corporations, non-profit corporations, professional corporations or associations, general partnerships, limited partnerships, limited liability companies, general cooperative associations, limited cooperative

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associations, unincorporated non-profit associations, benefit corporations, educational institutions, or statutory trusts.

“Maximum aggregate value” – the total sum of the contract ceiling, including the base period and any subsequent option periods or extensions.

“Principal” – Any senior officer of a business entity, including an owner or co-owner, president, chief executive officer, chief operating officer, chief financial officer, treasurer, member, partner, or similar position which either sets or is authorized to set or otherwise influences the overall strategy of the business entity. A dean of an educational institution is not a “principal” within the meaning of this definition.

“Seeking” – The act of any business entity submitting a bid or proposal to any contracting authority of the District of Columbia, or submitting an application to participate in the DC Supply Schedule

**I.13 COST AND PRICING DATA**

Delete clause 25, Cost and Pricing Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts.

**SECTION J: ATTACHMENTS**

The following list of attachments is incorporated into the contract by reference.

| <b>Attachment Number</b> | <b>Document</b>   |
|--------------------------|---|
| <b>J.1</b>               | Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> , |
| <b>J.2</b>               | U.S. Department of Labor Wage Determination No. 2015-4281, Revision 25, dated 12/27/2022  |
| <b>J.3</b>               | Way to Work Amendment Act of 2006 - Living Wage Notice available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a>   |
| <b>J.4</b>               | Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a> ,   |
| <b>J.5</b>               | Contractor’s Quote Dated June 22, 2023  |

**\*\* END OF DOCUMENT \*\***