

SOLICITATION, OFFER, AND AWARD			1. Caption: Occupational Therapy/Physical Therapy		Page of Pages 1 55	
2. Contract Number	3. Solicitation Number GAGA-2019-I-0007	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued 12/5/2018	6. Type of Market <input type="checkbox"/> Open <input type="checkbox"/> Set Aside <input checked="" type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: Office of Contracts and Acquisitions 1200 First Street, NE 9th Floor Washington, DC 20002			8. Address Offer to: Office of Contracts and Acquisitions 1200 First Street, NE 9th Floor Washington, DC 20002			

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

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 1200 First Street, NE 9th Floor, Wash., DC 20002 until 3pm (EST) local time 18-Dec-18
(Hour) (Date)

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

10. For Information Contact	A. Name LaVeta Hilton		B. Telephone			C. E-mail Address laveta.hilton@dc.gov
	(Area Code) 202	(Number) 442-5112	(Ext)			

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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 15 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

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

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

15A. Name and Address of Offeror		16. Name and Title of Person Authorized to Sign Offer/Contract	
15B. Telephone (Area Code) (Number) (Ext)		15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	17. Signature
			18. Offer Date

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
22. Name of Contracting Officer (Type or Print)		23. Signature of Contracting Officer (District of Columbia)
		24. Award Date

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

B.1 The Government of the District of Columbia Public Schools (DCPS), Office of Contracts and Acquisitions (OCA), on behalf of Office of Specialized Instruction (OSI), is soliciting experienced licensed Occupational Therapy (OT) and Physical Therapy (PT) contractors who have the capacity to provide assessment, consultation and intervention services in the areas of occupational and physical therapy in an urban school setting for an estimated 2,000 DCPS students on a continuous basis during the remaining DCPS school year 2018/2019.

B.1.1 Occupational Therapy Assistants (COTAs) and Physical Therapy Assistants (PTAs) are not eligible for this solicitation.

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 direct related services, on an as needed basis, to students who are in the special education setting and are diagnosed with a qualifying physical/mental disability or impairment that impacts the child's academic performance under Individuals with Disabilities Education Act, (IDEA) Section 504 plan (504 plan), Individualized Service Plan (ISP) , and Student Support Team (SST).

B.2 The DCPS contemplates award of a labor hour contract for services.

B.3 PRICE SCHEDULE

DCPS is seeking an hourly rate for performing occupational and physical therapy, school-based consultation, assessments, and intervention services for students with IEPs, 504 plans and Response to Intervention (Rtl) services.

B.3.1 The hourly rate shall also be inclusive of attendance of IEP meetings, collaboration block meetings and Staff Development Meetings specifically related to the Occupational and Physical Therapy Program; as well as Parent and Teacher Conferences. Additionally the Contractor shall attend upon request impartial due process hearings held at the DCPS Central Office and other proceedings related to the delivery of occupational and physical therapy services to the assigned student(s).

B.3.2 Finally, the hourly rate shall also include the time spent on administrative and clerical matters (including, but not limited to, time spent on reporting writing, documentation, word processing, 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.

B.3.3 The regular school hours are from 8:00 a.m. to 3:30 p.m., or as specified. The maximum billable hours per school day is seven (7) hours. There is a non-paid thirty-minute lunch. Holidays and school closures (including inclement weather) are not billable.

B.3.4 This hourly rate should include all direct and indirect costs. See the cost and price data template in Section B.4.1. Weekly, an estimate of 72% of staff time is spent on IEP prescribed services (direct & consultation), 504 plan interventions, ISP interventions and Rtl interventions.

B.4 PRICE SCHEDULE – REQUIREMENTS:

B.4.1 BASE YEAR – January 1, 2019 to June 21, 2019

In completing the below schedule, the contractor is estimating the loaded hourly rate and number of occupational and physical therapists. Contractors providing pricing data pursuant to the following: loaded hour rate inclusive of indirect and direct cost multiplied by estimate number hours for school year (SY) multiplied by estimate number of OT and PT staff to provide at the time of the award of the contract.

Contract Line Item No. (CLIN)	Item Description	Price Per Unit [Hour]	Estimated Quantity number of hours (196 school days x 7 billable hours)	Estimate Quantity of OT / PT Staff	Total Cost
0001A	Occupational Therapist (OT) Assessment and Intervention Services	\$ _____ per hour	1372 hours	10	\$ _____
0002A	Physical Therapist (PT) Assessment and Intervention Services	\$ _____ per hour	1372 hours	10	\$ _____
Grand Total for Base Year					\$ _____

B.4 An offeror responding to this solicitation which is required to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. Proposals responding to this RFP may be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.

A Subcontracting Plan form is available at <http://ocp.dc.gov>, click on "Required Solicitation Documents".

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The District of Columbia Public Schools (DCPS), Office of Specialized Instruction (OSI) requires the services of a Contractor to provide school based Occupational Therapy (OT) and Physical Therapy (PT) services to an approximate number of 2,000 students for the school year term and summer school. The pricing for the base year will not include summer school. Option years one (1) through four (4) must include services and pricing for the school year and summer. This number will vary on a regular basis depending on enrollment and attendance numbers for summer.

- C.1.1 The Contractor shall provide a planned delivery of contracted OT and PT services, improving performance and consistency of therapy and support delivery.
- C.1.2 The Contractor shall actively collaborate on the Office of Specialized Instruction (OSI) Strategic Goals.
- C.1.3 The Contractor shall collaborate in the redesign of the delivery system to achieve maximum efficiency and student outcomes given the resources available.
- C.1.4 Additionally, all contracted OT and PT services delivered to DCPS students with an established Student Support Team (SST) Plan, Individual Education Program (IEP) and Section 504 plan shall be provided in accordance to the standards specified in section C.5 of this document. 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.1.4.1 DCPS OSI has identified four strategic goals on the path to realizing our vision:
 - a. OSI will reduce non-public enrollment by 50%.
 - b. OSI will reduce special education enrollment to 15%.
 - c. OSI will increase time spent by students with disabilities in general education classrooms.
 - d. OSI will demonstrate three consecutive years of improved performance for students with Individual Education Plans (IEPs).
- C.1.5 The Contractor shall provide services according to the need of school-based Occupational Therapy (OT) and school-based Physical Therapy (PT) services outlined in this solicitation for the DCPS schools. Services will include screening, assessments, treatments, 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 OSI Related Services-Physical Supports Program.

C.2 APPLICABLE DOCUMENTS:

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

Item No.	Document Type	Title
1	OSI Programs & Resources	Special Education Programs & Resources Guide for Families, School Year 2018-2019
2	Practice Guidance	Untimely Assessment and Due Diligence
3	Practice Guidance	Missed Related Service Sessions, Truancy and Due Diligence Guidelines – Part 1 & Part 2
4	Federal Law	Individuals with Disabilities Act 2004 http://www.vesid.nysed.gov/specialed/idea/
5	Federal Law	Americans with Disabilities Act 2008 http://www.access-board.gov/about/laws/ada-amendments.htm
6	District Law	District of Columbia Municipal Regulations (Occupational Therapy and Physical Therapy) http://www.dcregs.dc.gov
7	Practice Guidance	SY 2016 – 2017 DCPS Physical Supports Program Guidebook
8	Private Religious Organization (PRO) Guidelines	PRO – Statement of Services
9	DCPS Calendar	DCPS School Calendar http://dcps.dc.gov/DCPS/About+DCPS/Calendars
10	Application for Graduate Student Practicum	DCPS Volunteer Application – https://octo.quickbase.com/db/bhhuwnk3u
11	IMPACT - DCPS Effectiveness Assessment System for School-Based Personnel	IMPACT – http://dcps.dc.gov/DCPS/In+the+Classroom/Ensuring+Teacher+Success/IMPACT+(Performance+Assessment)/IMPACT+Guidebooks

C.2.1 The aforementioned documents 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 is responsible for ensuring reference and compliance with the revisions and updates.

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 solicitation have the following meanings:

C.3.1 “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.3.2 “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.3.3 “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.3.4 “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 “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.3.6 “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.3.7 “No Child Left Behind” - On January 8, 2002, President Bush signed into law the No Child Left Behind Act of 2001. The Act was the most sweeping reform of the Elementary and Secondary Education Act (ESEA) since ESEA was enacted in 1965. It redefines the federal role in K-12 education and will help close the achievement gap between disadvantaged and minority students and their peers. It is based on four principals: stronger accountability for results, increased flexibility and local control, expanded options for parents, and an emphasis on teaching methods that have been proven to work.
- C.3.8 “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.3.9 “State Education Agency” (SEA) – the State Education Agency is the Board of Education for the District of Columbia, unless otherwise designated.
- C.3.10 “Day” – a calendar day unless otherwise indicated as a school day or a business day.
- C.3.11 “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.3.12 "Individualized Education Plan" (IEP) – In the United States an Individualized Education Program, 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.

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 possible for the students.

C.3.13 "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.3.14 "Physical Supports Program" – Program that encompasses Occupational and Physical Therapy services within Related Services/Office of Specialized Instruction/DCPS.

C.3.15 "Assistive Technology & Related Services Director" - 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. 3.16 "ISP" – (Individual Service Plan) is a written statement that specifies for a parentally-placed private school child with a disability the equitable services for which the child qualifies, including the location of the equitable services.

DCPS will provide the following "equitable services" for parentally-placed private school children with disabilities to be eligible for special education by DCPS and have accepted the ISP:

- a. All Students 5 years and 11 months and older who qualify for occupational therapy: up to 2 school-based consultations per school year for consultative therapy;
- b. For children prior to 5 years 11 months who qualify for occupational therapy: up to one hour per week of occupational therapy;
- c. For children prior to 5 years and 11 months who qualify for physical therapy; up to one hour per week of physical therapy;
- d. One full time special education teacher who will provide support to private elementary and secondary school (which includes child development centers) administrators and staff including;
- e. For students in the 4th grade and above (based on availability): professional development opportunities in regards to Functional Behavior Assessment (FBA) or Behavior Intervention Plan (BIP) implementation: and

- f. For all students (based on availability): coaching for differentiated instruction and behavior supports.

C. 3.17 “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.

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.

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

C.3.18 “Student Alignment Service Plan” (SSAP) – A process that ensures students are receiving appropriate related services to meet their needs in order to function in the academic setting. It’s purpose:

- To align the services (OT, PT, SLP and BSS) appropriately to the students’ needs
- To allow the IEP team to make a more effective informed decision on determining continued eligibility, amount of services, and delivery models for related services for a student
- The Related Service Provider (RSP), using their respective expertise, support the IEP team on its mission to make this possible
- Related Service Providers (RSPs) will make the appropriate recommendation after providing intervention services, collecting data by utilizing observations, reviewing records, collaborating with staff, parents, and/or other stakeholders

C.3.19 “Student Support Team” () – 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.

C.3.20 “Response to Intervention” (RtI) – Tiered Ore-referral interventions provided to students with difficulties or concerns in education, behavior, sensory, motor, communication, etc. Students receiving RtI services may or may not be special education.

C.3.21 “Home Hospital Instruction Program” (HHIP) – Program is designed to students with medical limitations that prevent the student from attending school. IEP specialized instruction and related services are provide in the home or hospital setting.

C.3.22 “Office of the State Superintendent of Education” (OSSE) – State Education Agency for DCPS.

- C.3.23 “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.3.24 “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 Medicaid claiming, all providers rendering services on behalf of the District of Columbia Public Schools must obtain their NPI.
- C.3.10 “Day” – a calendar day unless otherwise indicated as a school day or a business day.
- C.3.11 “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.3.12 “Office of the State Superintendent of Education” (OSSE) – State Education Agency for DCPS.

C.4 BACKGROUND:

The District of Columbia Public Schools has a student population identified with Occupational therapy and Physical therapy needs; in addition, the District of Columbia Public Schools (DCPS) and the Office of Specialized Instruction require:

1. Technical assistance at a district and school level, to design and implement staffing and service model strategies effectively; and
2. Active collaboration in the implementation of the Office of Specialized Instruction (OSI) Strategic Goals and Related Services team goals.

The provision of intervention services to students and training support to school staff and parents, as well as strategic consultation to OSI, ensures effective and timely assessments, identification, planning and service-delivery, supports Related Services’ capacity, and ensures compliance on the part of the OSI.

- C.4.1 DCPS is required by law, rules and regulations to provide OT and PT services to all students identified with the needs in their SST plans, ISPs, IEPs and 504 plans. The SST and IEP team members include students, parents, related service providers, teachers, school administrators, and related community resources. The Occupational Therapists and Physical Therapists shall provide consultations, screenings, assessments and intervention as a related service(s) and as indicated on students’ ISP, IEP or 504 plans.

C.4.2 Occupational Therapy Assistants (COTAs) and Physical Therapy Assistants (PTAs) are not eligible for this solicitation.

C.5 REQUIREMENTS:

C.5.1 Immediately upon award of the proposed contract, the Contractor shall require all OT & PT staff to undergo a DCPS interview with the Assistive Technology & Related Services Director to approve the proposed candidate pursuant to their proposed staff capacity. The proposed staff shall undergo Testing for TB Infection, and background checks pursuant to DCPS standards, including finger printing, drug screening, and satisfy all DCPS clearance requirements. Copy of TB Infection results must be presented to the Assistive Technology & Related Services Director before the staff starts servicing students. The Contractor shall provide DCPS with copies of all results and shall keep the documentation readily available on file.

C.5.1.1 The Contractor shall make available to DCPS all resumes, cover letters, copy of degrees, licenses, certifications and other employee information of the proposed staff (Professional Qualifications). This information is required when submitting the proposal, at contract award and before the staff provides services to DCPS students.

The Contractor shall notify DCPS regarding all vacancies before new staff is hired, and all potential replacement candidates shall be subject to interview by DCPS staff/Assistive Technology & Related Services Director.

C.5.1.2 The Contractor shall develop a district wide staffing plan, approved by DCPS/OSI's Senior Director of Related Services and the Assistive Technology & Related Services Director ("DCPS Team"). The Staffing Plan will detail the staffing and supervision assignments across DCPS. The Physical Support Manager and Contractor shall meet weekly to review the Staffing Plan and make adjustments thereto. The Staffing Plan shall detail how school coverage will be accomplished and how OT & PT staff will be assigned to cover and document SST/ISP/Section 504/IEP meetings, collaborative blocks, consultations, assessments and therapy services at each assigned school.

C.5.2 Services shall be consistent with the procedures and standards established by the District of Columbia special education state regulations, Medicaid, and all other statutory requirements.

C.5.2.1 Contractor shall adhere to all IDEA 2004, federal, state, and DCPS guidelines.

C.5.3 The Contractor shall follow and abide by the general code of ethics and standards of practice of all local, state, federal, American Occupational Therapy Association (AOTA) and American Physical Therapy Association (APTA) standards governing delivery of occupational and physical therapy and special education services.

C.5.4 Contractor ensures that all staff shall possess current licenses and certifications required by DCPS, Office of the State Superintendent of Education (OSSE) and Department of Health (DOH). Proof of licensure must be submitted with the proposal, at contract award and before any staff provide services to DCPS students under the contract. The Contractor shall provide copies of all licenses and certifications in a format indicated by DCPS, and shall keep that documentation readily available on file.

- C.5.4.1 The Contractor shall provide technology equipment, assessment materials, therapy materials and other required materials/equipment for their staff.
- C.5.4.2 The Contractor shall provide proof that at minimum, each staff possesses one full year of school-based experience in OT or PT when submitting the proposal, at award and prior to servicing DCPS students.
- C.5.4.3 To maintain continuity of services to the students in the schools, the Contractor shall propose each staff works a minimum of three (3) days per week in DCPS.
- C.5.4.4 The Contractor shall ensure all staff possess a National Provider Identifier (NPI) within five (5) days of starting in DCPS.
- C.5.5 The Contractor shall ensure all staff attend and complete the following mandatory trainings:
 - a. DC Student Tracking and Reporting System (DC STARS);
 - b. Special Education Data System (SEDS); and
 - c. Provider Management Application (PMA).
- C.5.5.1 All the contract staff must attend opening of school trainings, monthly discipline meetings and DCPS mandatory professional developments. DCPS reserves the right to hold Contractor's staff accountable to attend future mandatory trainings as seen fit by the Assistive Technology & Related Services Director.
- C.5.6 The Contractor on a weekly basis shall document 100% of all delivered and attempted services in SEDS (known as service logs in the SEDS caseload logging wizard) by noon the following Monday (or the following school day if the following Monday is a holiday).
 - C.5.6.1 Timeliness of documentation is verified in the weekly reports provided by DCPS's Provider Management Application (PMA). All service logs must adhere to the content and format according to the DCPS Physical Supports, refer to attachment J.12.
 - C.5.6.2 The Contractor's staff shall generate one monthly service tracker note for each student on caseload by the fifth of the month for service logs entered for the previous month's services according to the DCPS Physical Support Guidebook (refer to attachment J.12).
 - C.5.6.3 Pursuant to the DCPS guidelines for missed related services, truancy and due diligence guidelines, the Contractor shall deliver a minimum of 90% of the services required by each student's ISP, 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.11.
 - C.5.6.4 The Contractor shall implement due diligence procedures pursuant to DCPS Missed Services, Truancy and Due Diligence Guidelines; refer to attachment J11. As outlined in DCPS missed services and due diligence guidance, if scheduled services are missed due to unavailable staff, the Contractor shall make up such session (s) at no additional cost to DCPS. In such event, the Contractor shall also be responsible for any associated costs specific for contracted OT and PT services; these include costs associated with missed services and compensatory services determined by Hearing Officer Determinations and Settlement Agreements.

- C.5.6.5 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 DCPS format prior to vacation/leave.
- C.5.6.6 In the event that a Contractor's staff person is unable to provide scheduled services due to vacation or leave, Contractor shall immediately communicate with DCPS and present a replacement within 14 calendar days for that staff, also a missed service plan for all students whose services will be missed, prior to any staff taking such vacation or leave. Missed service plans will be approved by DCPS staff (student's case manager, Special Education Coordinator, Assistive Technology & Related Services Director).
- C.5.6.7 For all missed sessions, the make-up plans will be reviewed and approved by the Physical Supports Program Manager. The Assistive Technology & Related Services Director will monitor make-up sessions monthly and quarterly.
- C.5.6.8 If any make-ups have not been initiated within 14 days from the missed service, the Contractor shall develop a secondary make up plan to utilize other staff or another suitable make-up plan will be established with the staff that is agreed upon with DCPS. All remaining missed occupational therapy and physical therapy time shall be made-up by the Contractor by or before the first day of the last week of the school calendar. DCPS will discount any remaining missed OT or PT time from Contractor's last invoice at a rate of \$100 per each hour in accordance with the Consequences of Non-Compliance; Reference Section C.6 of the solicitation.
- C.5.6.9 If the Contractor's staff abruptly leaves, the Contractor must immediately communicate with DCPS and present a replacement for that staff. In case the Contractor is unable to present such replacement, the Contractor shall communicate with DCPS about its compromise to make a good faith effort to provide a replacement within 14 calendar days. The Contractor shall develop a missed services plan for all students whose services will be missed in the DCPS format. The Contractor shall keep the Assistive Technology & Related Services Director informed of the results of efforts to find a replacement. If a replacement is not found after 14 days, the Contractor shall have deducted the daily rate for each day without coverage starting from the first day in accordance with the Consequences of Non-Compliance; Reference Section C.6 of the solicitation.
- C.5.6.9.1 Within 5 calendar days of school assignment, intervention services shall be provided to identified students. The Contractor shall assume cost of making up missed services and any compensatory education that is awarded. Services must be made up within Missed Services, Truancy and Due Diligence DCPS guidance. Missed (refer to attachment J.11) and make up services data shall be supplied by the Contractor monthly and reconciled with DCPS data.
- C.5.6.10 The Contractor also shall (1) provide immediate temporary coverage at schools left uncovered by the former staff to complete any assigned OT and PT services; and (2) cover the cost of any independent service (OT and PT) generated by the lack of either OT or PT coverage at schools.
- C.5.6.7 While missed service make up plans do not apply to student absences, Contractor shall implement due diligence actions that satisfy DCPS requirements. Refer to DCPS Missed Services, Truancy and Due Diligence Guidelines in attachment J.11.

- C.5.6.8 The Contractor shall make a good faith effort to ensure service continuity. In order to best ensure Continuity of Services the Contractor shall implement the following programs:
 - C.5.6.8.1 Floating Time. The Contractor shall assure continuity of service by having several staff identified with floating time so that they shall be available to provide service at schools with unexpected breaks in service, such as school transitions, medical leaves and resignations during the school year. The Contractor shall submit the list of floating staff to Assistive Technology & Related Services Director at the beginning of contract award date.
- C.5.6.9 The Contractor's staff shall be required to record their delivered and missed sessions on a weekly basis in SEDS. All missed sessions will require a note from the Contractor's staff (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 attachment J11. The Contractor shall supply to the Assistive Technology & Related Services Director monthly and quarterly reports on missed sessions and make up sessions to reconcile delivered with DCPS' data.
- C.5.6.10 The Contractor's staff shall be 100% compliant with Random Moment in Time Study Responses (RMTS).
- C.5.6.11 At least 95% of assessments assigned to the Contractor shall be timely in accordance with District and federal guidelines and regulations. The Contractor shall exert all possible efforts to complete the assessment within 45 calendar days of parental consent. The Contractor shall follow the guidelines for untimely assessments per the Untimely Assessments and Due Diligence Guidelines; refer to attachment J10.
- C.5.6.12 DCPS will apply to Contractor invoices a penalty of \$100.00 per day up to a maximum amount of \$1000 for late assessments per the Consequences of Non-Compliance; refer to section C.6. The penalties will be deducted from the next monthly invoice submitted by the Contractor.
- C.5.6.12 For assessments with due dates that fall during holiday periods, the Contractor shall develop a plan to ensure timely assessments.
- C.5.6.13 The Contractor's staff assigned to Early Childhood students shall collaborate quarterly on student progress for the Guiding Observation Learning & Development (GOLD) assessment progress reports.
- C.5.6.14 The Contractor shall monitor and report monthly caseload delivery and fluctuations at each school site, updated staffing plan, and student service hours. This data will be reconciled monthly.
- C.5.6.15 The Contractor shall review, analyze and report quarterly on referral and evaluation patterns and also analyze the efficiency and effectiveness of direct and indirect time utilization. Based on these quarterly analyses, The Contractor shall provide recommendations to DCPS for programmatic changes and initiatives.
- C.5.7 The Contractor shall evaluate their staff quarterly. The staff performance assessment must mirror DCPS' IMPACT Group 12, refer to applicable documents in section C.2 item number 11.
 - C.5.7.1. The Contractor shall develop thirty (30) day performance plans are required for low performing staff.

- C.5.7.2 DCPS Physical Supports Program must approve all 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 dismissal of Contractor staff based on lack of performance improvement.
- C.5.7.3 DCPS shall have the right to request dismissal of Contractor staff based on a lack of performance by such staff, subject to prior written notice to Contractor and an opportunity for 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.5.8 Contractor shall ensure all staff attend DCPS mandatory professional development (PD) sessions and case conferences.
- C.5.9 Targeted professional development (PD) for the Contractor staff shall be implemented based on:
- the development level and disability category of the students serviced; and
 - specific upon content areas that have a direct bearing on the service provision of OT and PT supports within DCPS and the goals of DCPS/OSI/Physical Support Program.
- C.5.10 The Contractor shall facilitate and provide three (3) of the DCPS mandatory professionals development trainings during the school year. The three (3) professional development days are included in the 196 school days. There are no students in school on professional development days.
- C.5.10.1 The professional development trainings are for the contractor's staff and seven (7) DCPS Occupational and Physical Therapist staff. The scheduled professional development trainings include:
- Five (5) all day trainings during the school year; and
 - Refer to DCPS calendar noted in section C.2 item number 9
- C.5.11 In conjunction with the Assistive Technology & Related Services Director, the Contractor shall develop and implement professional development trainings. The quantity of PD sessions shall be implemented in accordance with the school year schedule and shall include DCPS employees. DCPS and the Contractor must mutually agree on the training format.
- C.5.11.1 All developed training materials as well as curriculum vitae of professional development training presenters shall be presented to the Assistive Technology & Related Services Director six (6) weeks prior to the date of the training, in digital format.
- C.5.11.2 The Contractor shall facilitate and fund all aspects of professional development training after approval from DCPS. DCPS will provide the venue for the trainings.
- C.5.11.3 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.5.11.4 The Contractor shall provide continuing education units (CEUs) for all the training participants including the contract staff and seven (7) DCPS employees.

- C.5.12 The Contractor shall be responsible for preparing, in writing, all activity reports and other pertinent data as may be necessary or required to manage and monitor related service eligibility and implementation of services. Such reports shall be made available to the Assistive Technology & Related Services Director. This includes daily use of the Provider Management Application (PMA), real time status updates when requested and formal weekly status updates, and action plans to address assessment timeliness, percentage of services delivered, missed sessions, made up sessions, and percentage of productivity.
- C.5.13 The Contractor shall participate, as required and approved, in educational planning meetings including, but are not limited to Student Support Team, ISP, Section 504, Eligibility/IEP and Multi-Disciplinary Team (MDT) meetings, in order to provide the required input for student programming.
- C.5.14 The Contractor shall provide staff specialized in educational OT and PT services to meet DCPS' need. This should include strong knowledge base and supervision support in the areas of autism, early childhood assessment/planning/intervention and assistive technology in occupational and physical therapy. This also includes bilingual staff, although it is understood that the provision of bilingual OT & PT staff does not substitute for the District's responsibility to provide translator services under the District's Language Access Act of 2004.
- C.5.15 The Contractor shall analyze IEP data and student records to develop a staffing plan by school and student level using various service delivery models to meet school and student needs. This must be submitted to the Physical Support Services Program Manager at the start of the contract.
- C.5.16 The Contractor shall provide all graduate clinical supervision for required staff per the local boards of Occupational and Physical Therapy. The Contractor shall ensure that all staff shall have direct access to experienced supervisors.
- C.5.16.1 Prior to accepting graduate level students, the Contractor shall :
1. Obtain advance approval from DCPS;
 2. Ensure there is a current Memorandum of Agreement between DCPS and graduate student's university; and
 3. Ensure graduate student complete the mandatory DCPS volunteer application and clearance process; see section C.2 item number 10.
- C.5.17 The Contractor shall provide documentation with invoices that:
1. Corroborate the date(s) and time(s) of service provided by staff and management team;
 2. Verify arrival and departure times from schools assigned (pursuant to schedules provided); and
 3. Confirm the names of the students serviced
- C.5.17.1 DCPS may disallow invoices that do not accompany the above requirements and for staff that have not substantiated their current licensure status with written documentation; these invoices will not be paid until the issues in question are satisfactorily rectified.
- C.5.18 **The Contractor's OT & PT staff shall:**
- C.5.18.1 Follow DCPS and local schools policies and procedures (including attendance, on-time arrival, respect, dress code, participating in collaborative blocks, etc.);

- C.5.18.2 Complete screenings, observations, assessments, participate in SST/ISP/IEP/Section 504/MDT meetings for assigned students;
- C.5.18.3 Administer and document student's treatment as delineated in this solicitation;
- C.5.18.4 In the first two weeks of school or beginning of assignment, provide an introductory letter, and phone call to parents and guardians prior to initiating treatment of their student(s) AND upload a copy into each student's folder in SEDS;
- C.5.18.5 Complete all quarterly IEP Report Cards (Quarterly Progress Reports);
- C.5.18.6 Document contact with parents to increase engagement, inform on student's progress and provide complimentary strategies to be implemented in the home;
- C.5.18.7 Participate in teacher conference days, which may entail the development of a plan to interact and engage parents;
- C.5.18.8 Produce and conduct at least 2 workshops per school year at assigned school(s) (using the DCPS format and instructions), additional trainings agreed by Contractor and DCPS;
- C.5.18.9 Conduct parent and teacher engagement sessions in elementary schools and educational campuses that support early childhood students (PK through 2). These trainings shall be provided during the school day and after school. After school sessions would be potentially 1.5 hours 4 times a year. After school trainings will be reimbursed at the Contractor's hourly rate denoted in section B.4;
- C.5.18.10 Contractor shall participate in RS professional development team planning meetings for increased collaboration;
- C.5.18.11 Provide a quarterly plan of strategies to the teacher of each student on caseload, for carryover in the classroom;
- C.5.18.12 Attend and actively participate in collaborative blocks, PD days, case conferences, assigned cohort meetings, etc.;
- C.5.18.13 Sign in and out in the Related Service Providers attendance book at schools;
- C.5.18.14 Be subject to unannounced observations by OSI/ Assistive Technology & Related Services Director;
- C.5.18.15 Give at least 2 weeks notice of resignation or tour of duty in writing to the Assistive Technology & Related Services Director;
- C.5.18.16 Ensure that staff are remaining current in their respective practices by adhering to the CEU requirements of respective governing and regulatory agencies, which shall be provided to DCPS personnel (by Contractor) on a quarterly basis; and
- C.5.18.17 Adhere to DCPS' Physical Support 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.5.19 The Contractor shall provide supervision of OT and PT practice and contract compliance. The Contractor shall meet with the Assistive Technology & Related Services Director weekly and quarterly to review contract compliance and data on key initiatives as set and agreed upon in terms of format and content with DCPS one-month post-contract award date.
- C.5.19.1 Weekly Meeting - The Contractor's Clinical Director and Assistive Technology & Related Services Director shall meet 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 update
 - g. Review of personnel issues
 - h. Upcoming meetings/activities for the following weeks/month
 - i. Review of Contractor's staff performance
 - j. Professional Development Training Planning
- C.5.20 Quarterly Leadership Team Meeting - On a quarterly basis, the Contractor's executive team shall present in-person to the Assistive Technology & Related Services Director and DCPS/OSI Senior Director to review a comprehensive report on its activities. In addition to the weekly reporting data, the Contractor shall report on successes, accomplishments and performance indicators.
- C.5.21 **The Contractor shall:**
1. Submit the schedules of all staff to the Assistive Technology & Related Services Director, principal and Special Education Coordinators within 2 weeks of start of hire data and within 1 week of any changes;
 2. Ensure that their Occupational Therapist and Physical Therapist staff are providing services, disseminating guidance, and ensuring compliance in an effective and timely manner;
 3. Actively participate in the planning, developing and delivery of all Professional Development topics following DCPS guidelines and identified needs;
 4. Actively collaborate with the Assistive Technology & Related Services Director/OSI on initiatives that foster DCPS/OSI collaboration with local and national academic institutions; and
 5. Immediately inform the Assistive Technology & Related Services Director of any planned or unplanned leave/absence of the clinical managers, and shall provide the name of the replacement to cover his/her duties during the length of the absence.
- C.5.21.1 The Contractor shall furnish upon request to DCPS, the Medicaid agency, the Federal Government or their designees, information related to business transactions in accordance with 42 CFR § 455.105(b).
- C.5.22 Contractor shall search the HHS-OIG List of Excluded Individuals/Entities (LEIE) database, and other databases as directed, for employees providing direct services. This must occur at the initial start of service and on a monthly basis thereafter. <http://exclusions.oig.hhs.gov>
- C.5.23 The Contractor shall collaborate with DCPS on five key initiatives:

1. Implementing a progress and functioning data tracking method for students to articulate to IEP teams the independent level of functioning and eligibility determinations and service programming, e.g., goal development, service frequency and duration;
2. Monthly allocation of services on IEPs;
3. Student Services Alignment Planning;
4. Collaboration with students' classroom staff and families as it pertains to identified academic needs of students; and
5. Other DCPS/OSI/RS initiatives as identified.

C.5.24 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".

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 the right to seek sanctions and penalties as shall be appropriate.

C.6.2 DCPS shall issues 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 availability to it, assess damages for violations of the terms and conditions of the contract in accordance with the following schedule:

Provision	Damages Per Occurrence
The Contractor is responsible for hiring, maintaining, and expanding its own support staff at its own cost and expense if staff abruptly leaves.	If a replacement is not found within 14 days, the Contractor agrees to have daily rate deducted per each day until the position is filled.
The Contractor must provide proof of current certification and licensure for all staff before staff provides services to children.	For each staff without the required certification/licensure, DCPS will dispute all billed hours for the non-licensed staff.
The Contractor shall ensure all staff possess a National Provider Identifier (NPI) five days prior to starting in DCPS.	For each staff without the required NPI, DCPS will dispute all billed hours for the staff without an NPI.
The Contractor shall complete screenings and assessments (including bilingual) within 45 days from consent date	The Contractor shall be penalized \$100 per day for late assessments on their monthly invoices, with a maximum amount of \$1,000.
The Contractor shall document 100% of IEP services into SEDS on Monday by noon.	Each week a staff fails to fully document for each student, DCPS will dispute \$1,200.00 per incident.

Provision	Damages Per Occurrence
All service tracker notes must be finalized by the 5 th of the following month.	DCPS will dispute \$1,200 (per student) each month a staff fails to finalize service trackers for each assigned student on caseload by fifth of the month.
The Contractor shall deliver minimum of 90% of all IEP prescribed services to each student on caseload.	DCPS will dispute \$100 per hour for each missed service hour in the Contractor’s final invoice.
All missed sessions must be made-up per makeup plan. This should occur within the quarter.	Invoice payment may be disputed of \$100 per hour of non-made up services.
The Contractor is responsible for finding a replacement within 14 days.	The Contractor shall be charged daily rate penalty until replacement is identified.

C.6.3 Non Compliance Appeal

C.6.3.1 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 make available to the Contractor, without charge, all necessary and treatment rooms at program sites to enable the Contractor’s staff to render the services provided for in this Agreement. DCPS will work with the Contractor to develop appropriate accommodations in schools, including delivery of services in the classroom and pull out space, to ensure efficient service delivery.

C.7.2.1 Contractor shall undertake the ultimate fiscal responsibility of providing necessary technological support to staff, including evaluation tools/battery tests, treatment/intervention material (therapists’ supplies) office supplies, fax machines, laptops, internet access and voicemail. Any equipment purchased w/DCPS contract funds must be returned to DCPS at completion of contract.

C.7.3 DCPS will provide dc.gov email accounts; the Contractor shall require staff 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.7.4 DCPS will provide orientation to the schools and access to any programs generally required for school personnel, and SST, ISP, IEPs or Section 504 plans of referred students, along with any other pertinent information that would be helpful in supporting the students.

- C.7.5 DCPS will provide the Contractor access to the schools, to student charts, SST, ISP and IEPs, to daily and monthly data related to assessment and services caseloads and staff utilization, and to all documentation pertinent to therapy programming for contracted occupational and physical therapy through SEDS.
- C.7.6 DCPS Special Education senior leadership agrees to support Contractor in the appropriate reengineering of the District's contracted OT/PT service delivery system, which would include, but not be limited to:
 - C.7.6.1 DCPS will provide development and implementation of specific exit/entry criteria.
 - C.7.6.2 DCPS will provide appropriate discharge of students from caseload including support of student service alignment plan meetings.
 - C.7.6.3 DCPS will provide implementation of therapy "inclusion" and "group therapy" models when feasible and applicable.
 - C.7.6.4 DCPS will provide 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, next steps to resolve).
- C.7.7 DCPS will also provide a directory of schools inclusive of addresses, email addresses and school telephone numbers.
- C.7.8 DCPS will provide an itemized list of the individual students designated to receive services and the assigned school(s) for staff via SEDS.
- C.7.9 At any time, DCPS has the option to decrease contractual staffing as DCPS staffing increases.
- C.7.10 DCPS will provide training in the use of the designated data management tool in use, which captures each discrete encounter per student (i.e.: Easy IEP/SEDS, DC STARS, and PMA 2.0)
- C.7.11 DCPS will evaluate the Contractor's performance and compliance to the contract according to the OCA evaluation form each quarter.

SECTION D: PACKAGING AND MARKING

[RESERVED]

SECTION E: INSPECTION AND ACCEPTANCE

- E.1 The inspection and acceptance requirements for this contract shall be governed by clause number **five (5) *Inspection of Supplies*** and clause number **six (6), *Inspection of Services*** of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)