

HUMAN CARE AGREEMENT

1. Human Care Agreement Number DCJM-2015-H-0019	2. Date of Award See Block 13C	3a. Date Solicitation Issued January 21, 2015	3b. Date Solicitation Closes September 30, 2015
4. Issued by: Department on Disability Services Office of Contracts and Procurement 1125 – 15 th Street NW., 9 th Floor Washington, DC 20005-2717	5. Administered by: Department on Disability Services Rehabilitation Services Administration (RSA) 1125 – 15 th Street, NW., 9th Floor Washington, DC 20005-2717 202-442-8400 Fax 202-442-8725		

6. NAME AND ADDRESS OF PROVIDER/CONTRACTOR (No. Street, county, state and ZIP Code)

Telephone: _____ Fax: _____ E-Mail: _____

7. PROVIDER/CONTRACTOR SHALL SUBMIT ALL INVOICES TO: Department on Disability Services Office of the Controller, 4 th Floor 64 New York Avenue, NE Washington, DC 20002	8. DISTRICT SHALL SEND ALL PAYMENTS TO: Address in Block 6
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9. DESCRIPTION OF HUMAN CARE SERVICE AND RATE COST

LINE ITEM	NIGP CODE	BRIEF DESCRIPTION OF HUMAN CARE SERVICE	QUANTITY OF SERVICE REQUIRED	TOTAL SERVICE UNITS	SERVICE RATE	TOTAL AMOUNT
0001	952-0000	Sign Language Interpreter	See Individual Task Orders	See Individual Task Orders	SEE SECTION B	See Individual Task Orders
GRAND TOTAL						\$

10. APPROPRIATION DATA AND FINANCIAL CERTIFICATION

TO BE CITED ON EACH TASK ORDER

11. PERIOD OF HUMAN CARE AGREEMENT

Starting Date: See Block 13 C	Ending Date: One year after Date of Award
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HUMAN CARE AGREEMENT SIGNATURES

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

12. FOR THE PROVIDER/ CONTRACTOR

13. FOR THE DISTRICT OF COLUMBIA

A. Name and Title of Signer (Type or print)		A. Name of Contracting Officer (Type or print) Marsha Robinson Contracting Officer	
B. Authorized Signature of the PROVIDER/CONTRACTOR:	C. DATE	B. Signature of CONTRACTING OFFICER:	C. DATE

PART 1

THE SCOPE OF HUMAN CARE SERVICES

SECTION B – HUMAN CARE SERVICES AND SERVICE RATES

The government of the District of Columbia on behalf of the Department on Disability Services (DDS), Rehabilitation Services Administration (RSA) hereafter referred to as the “**District**,” is seeking Providers to provide qualified Sign Language on-site interpreting services to DC District eligible deaf and hard of hearing individuals/applicants. pursuant to the Human Care Agreement Amendment Act of 2000. effective (D.C. Law 13-155, amending D.C. Official Code, Sections, 2-301.07, 2-303.02, 2-303.04(g), 2-303.06(a).

B.1 The District will award of multiple agreements to fulfill the requirement for informed choice of the client;

B.2 This is a human care agreement based on fixed-unit prices. The Provider shall provide services in accordance with Section C as specified herein or in the Provider’s proposed program description that is accepted by the District and at the prices specified in Section B.3, Price Schedule:

B.3 PRICE SCHEDULE

B.3.1 BASE YEAR

**Price Schedule For In Person Interpreting Services
 Based On A Two Hour Minimum**

CLIN	Type of Service	Time Frame	Average Prices Two Hour Minimum
0001	General Sign Language Interpreting	More than 5 business days (120 business hours)	\$ _____
0002	General Sign Language Interpreting	Less than 5 business days (120 business hours)	\$ _____
0003	General Sign Language Interpreting	Less than 3 business days (72 business hours)	\$ _____
0004	General Sign Language Interpreting	Less than 24 business hours	\$ _____

B.3.1.1 Travel:

B.3.1.1.1 Travel fees may be incurred only if the interpreter is scheduled to travel from one District assigned location to another District assigned location. Travel fees shall be based on public transportation within the District metropolitan area. Under no circumstances shall the Provider invoice for travel that exceeds the federal government (GSA) established mileage rate.

B.3.2 OPTION YEAR 1

**Price Schedule For In Person Interpreting Services
 Based On A Two Hour Minimum**

CLIN	Type of Service	Time Frame	Average Prices Two Hour Minimum
1001	General Sign Language Interpreting	More than 5 business days (120 business hours)	\$ _____
1002	General Sign Language Interpreting	Less than 5 business days (120 business hours)	\$ _____
1003	General Sign Language Interpreting	Less than 3 business days (72 business hours)	\$ _____
1004	General Sign Language Interpreting	Less than 24 business hours	\$ _____

B.3.3 OPTION YEAR 2

**Price Schedule For In Person Interpreting Services
 Based On A Two Hour Minimum**

CLIN	Type of Service	Time Frame	Average Prices Two Hour Minimum
2001	General Sign Language Interpreting	More than 5 business days (120 business hours)	\$ _____
2002	General Sign Language Interpreting	Less than 5 business days (120 business hours)	\$ _____
2003	General Sign Language Interpreting	Less than 3 business days (72 business hours)	\$ _____
2004	General Sign Language Interpreting	Less than 24 business hours	\$ _____

B.3.4 OPTION YEAR 3

**Price Schedule For In Person Interpreting Services
 Based On A Two Hour Minimum**

CLIN	Type of Service	Time Frame	Average Prices Two Hour Minimum
3001	General Sign Language Interpreting	More than 5 business days (120 business hours)	\$ _____
3002	General Sign Language Interpreting	Less than 5 business days (120 business hours)	\$ _____
3003	General Sign Language Interpreting	Less than 3 business days (72 business hours)	\$ _____
3004	General Sign Language Interpreting	Less than 24 business hours	\$ _____

B.3.5 OPTION YEAR 4

**Price Schedule For In Person Interpreting Services
Based On A Two Hour Minimum**

CLIN	Type of Service	Time Frame	Average Prices Two Hour Minimum
4001	General Sign Language Interpreting	More than 5 business days (120 business hours)	\$_____
4002	General Sign Language Interpreting	Less than 5 business days (120 business hours)	\$_____
4003	General Sign Language Interpreting	Less than 3 business days (72 business hours)	\$_____
4004	General Sign Language Interpreting	Less than 24 business hours	\$_____

SECTION C – HUMAN CARE SERVICE DESCRIPTION AND SCOPE OF SERVICE

C.1.1 BACKGROUND:

C.1.1.1 This is a recurring service.

C.1.1.2 The Department on Disability Services (DDS) Rehabilitation Services Administration (RSA) is the District of Columbia's primary agency that provides services to persons with disabilities to prepare for, obtain, maintain, or regain employment. RSA is mandated by Title 1 of the Rehabilitation Act of 1973 as amended by Title IV of the Workforce Investment Act of 1998, P.L. 105-220 to assist persons with disabilities to prepare for, secure, retain, or regain employment that is consistent with the applicant's unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.

C.1.1.3 Under the provisions of the Rehabilitation Act of 1973 as Amended and the Americans with Disabilities Act of 1990 as Amended (ADAAA), federal and state agencies are required to provide reasonable accommodations for qualified applicants and employees with disabilities, barring undue hardship. Reasonable accommodation is central to integrating individuals with disabilities into the workforce.

C.1.1.4 RSA has limited Providers for the interpreting services for the hard of hearing and we are currently using small purchases to procure limited resources identified from other District agencies and Federal Supply Schedules. The use of HCA will enable RSA to provide rapid and uninterrupted services by identifying and pre-qualifying additional sources.

C.1.2 SCOPE:

C.1.2.1 Qualified on-site sign language interpreter services are needed for the deaf and hard of hearing individuals receiving services from the District for the period stipulated in Section C.3. Interpreters shall interpret spoken English to sign language and sign language to spoken English, providing immediate, convenient simultaneous and consecutive interpreting services between deaf, hard of hearing, deaf-blind, and hearing individuals. Interpreters shall be responsive to the interpreting needs of deaf, hard of hearing, and deaf-blind individuals, and shall provide clear, concise services for these individuals.

C.1.2.2 Interpretation services are needed for various scheduled and unscheduled events. Scheduled and unscheduled events will be communicated to the provider by the District employee several days in advance or on the same day services are needed. Scheduled and unscheduled events will last a minimum of one (1) hour and a maximum of eight (8) hours.

C.1.2.3 Interpretation services are needed on an hourly, ad-hoc basis, as required by the District.

C.1.3 APPLICABLE DOCUMENTS

Item No.	Document Type	Title	Date	Document Location
1.	Workforce Innovation and Opportunity Act	P.L. 113-128	2014	https://www.congress.gov/113/bills/hr803/BILLS-113hr803enr.pdf
2.	Americans with Disabilities Act as Amended	P.L.101-336	1990	http://www.ada.gov/
3.	Rehabilitation Act Amendments of 1973		1973	http://www2.ed.gov/policy/special/reg/narrative.html
4.	Mayor's DC Language Access Act		2004	http://www.ohr.washingtondc.gov/ohr/cwp/view,a,3,q,636135,ohrNav,%7C30953%7C.asp
5.	DCMR 27	CDCR 27-100 to 4299	2007	http://www.dcregs.dc.gov/Search/DCMRSearchByChapter.aspx?SearchType=DCMRChaptNum&KeyValue=27

6.	Requirement for Background Check to work with minor or vulnerable population	42 U.S. Code § 13041 45 CFR Parts 2510, 2522, 2540, 2551, and 2552 D.C. Code § 4-1501.06	2011	http://www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl
7.	34 CFR 361	34 CFR 361 et seq.		http://www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl
8.	DC DDS/RSA Policies and Procedures			http://dds.dc.gov/page/policies-and-procedures-rsa
9.	Registry of Interpreters for the Deaf National Association of the Deaf Code of Professional Conduct	NAD-RID Code of Professional Conduct	2005	http://rid.org/UserFiles/File/NAD_RID_ETHICS.pdf

C.2 DEFINITIONS:

C.2.1 Contract Administrator (CA): An individual authorized by the contracting officer to perform all actions necessary to verify whether supplies, services, or construction conform to contract quality requirements including, inspection, acceptance, warranty, and any other measures associated with quality assurance. The CA is the “eyes and ears” of the contracting officer. The CA plays key roles of technical advisor of the contracting officer, day-today communicator with the contractor and overseer of successful performance of the contract.

C.2.2 CI: Certificate of Interpretation granted by the RID

C.2.3 Consecutive Interpreting: In consecutive interpreting, the interpreter speaks after the source-language speaker has finished speaking. The speech is divided into segments, and the interpreter sits or stands beside the source-language speaker, listening and taking notes as the speaker progresses through the message. When the speaker pauses or finishes speaking, the interpreter then renders a portion of the message or the entire message in the target language.

- C.2.4 CSC:** Comprehensive Skills Certificate granted by the RID
- C.2.5 CT:** Certificate of Transliteration granted by RID
- C.2.6 DC DDS/RSA:** District of Columbia Department of Disability Services /Rehabilitation Services Administration.
- C.2.7 Individual with a disability:** An individual who has physical or mental impairment; whose impairment constitutes or results in a substantial impediment to employment; and who benefit in terms of an employment outcome from provision of vocational rehabilitation services.
- C.2.8 Interpreter:** An individual who interprets from one target language to another target language.
- C.2.9 NAD:** National Association of the Deaf
- C.2.10 NAD IV Certification:** National Interpreting Certificate granted by the NAD
- C.2.11 NIC:** National Interpreting Certification granted by the RID
- C.2.12 POC:** Point of Contact
- C.2.13 Provider:** A consultant, contractor or provider, of goods or services, who can be an individual, a partnership, non-profit entity, or a corporation that enters into a Human Care Agreement (HCA) with the District.
- C.2.14 RID:** Registry of Interpreters for the Deaf
- C.2.15 Sign Language:** Sign Language is a visually interactive language that uses a combination of hand motions, body gestures, and facial expressions. There are several different types of sign language, including American Sign Language, Manual Coded English, Pidgin Signed English, Contact Sign and Signed Exactly English.
- C.2.16 Simultaneous Interpreting:** In (extempore) simultaneous interpretation, the interpreter renders the message in the target-language as quickly as he or she can formulate it from the source language, while the source-language speaker continuously speaks.
- C.3 PROVIDER REQUIREMENTS:**
- C.3.1** Provider shall provide qualified Sign Language interpreter services as needed for the eligible deaf and hard of hearing individuals receiving services from the District. Interpreters shall interpret spoken English to Sign Language, and Sign Language to spoken English providing simultaneous, and/or consecutive, interpreting services between Deaf, hard of hearing, deaf-blind, and hearing individuals.

- C.3.2** The provider and District employee shall communicate primarily via e-mail, and secondarily via telephone or facsimile, with requests for, changes to, or cancellations of interpreter services. The Contractor will receive pertinent information related to the assignment, including projected length of assignment and person's name requiring the service.
- C.3.3** Provider shall provide the number of interpreters required based on complexity/length of assignment. The provider shall provide the District employee the name(s) of the interpreter(s) no later than 72 hours. Proof of certification for all interpreters shall also be provided to the Contract Administrator (CA) when a new employee is hired.
- C.3.4** Provider shall have the right to refuse an assignment when less than three (3) business days' notice is given. Written notice (email) of refusal or acceptance to provide service at unscheduled events communicated to the provider with less than three (3) business days' notice shall be provided to the District employee within eight (8) hours of the time the request was made to the provider. Services provided at unscheduled events, regardless of the time at which notice was provided, shall be billed at the established hourly rate.
- C.3.5** Provider shall assign interpreters requested by the District employee to appointments at the District's building, and at various locations throughout the District of Columbia metropolitan area. Interpreters shall appear, as requested no later than fifteen (15) minutes prior to the start of the assignment.
- C.3.6** If an appointment is cancelled upon the interpreter arrival, or if an appointment ends early, the District maintains the right to keep the interpreter for any other client appointments, on an on-call basis. The interpreter will be dismissed by the responsible District employee upon the completion of agreed time.

C.4 QUALIFICATION OF INTERPRETERS:

- C.4.1** All interpreters shall be registered with Registry of Interpreters for the Deaf. The interpreter shall hold at least one of the following certificates: CI, CT, CSC, NIC, NAD IV or higher.
- C.4.2** The primary mode of Sign Language interpreting shall be interpretation between Sign Language or English-like signing into spoken English and interpreting between spoken English into Sign Language or English-like signing. Sign Language interpreters are to conduct themselves in a professional manner and abide to the RID Code of Professional Conduct.

C.5 QUALITY ASSURANCE SURVEILLANCE PLAN:

Performance Objective	Performance Threshold	Method of Surveillance	Incentive/Disincentive
Provide Sign Language	100% of standard met	Observation by District staff, deaf and hard of	Interpreters who do not provide clear interpretation

interpreting services that are clearly understood		hearing individuals, and employees	may not be reassigned to provide service under this contract without written approval of the CA
Interpreter provides Sign Language interpreting services during regular agency business hours: 8:15 AM – 4:45 PM Eastern Standard Time or as requested by the District	100% of standard met	Observation by District staff, deaf and hard of hearing individuals, and employees	Interpreters who do not show for assignments will constitute for letters of reprimand. After three letters of reprimand contract may be terminated for cause
Interpreter arrives on time	Provider's POC shall call the designated District staff as soon as possible to explain the unusual circumstance justifying the interpreter's tardiness	Observation by District staff, deaf and hard of hearing individuals, and employees	For each three (15) minute period of waiting for services, payment will be reduced by 10%

C.5.1 The District will evaluate the Provider's performance to ensure services are performed in accordance with the contract. The District may inspect each task as completed or increase the number of quality assurance inspections if deemed appropriate because of repeated service delivery failures or because of repeated customer complaints. Likewise, the District may decrease the number of quality assurance inspections if performance dictates. The District will validate any complaints and report to the Government Contracting Officer who will then take necessary action to enforce contract compliance.

C.6 COMPLIANCE WITH SERVICE RATES:

C.6.1 All human care services shall be provided, and the District shall only pay, in accordance with the service fees shown in Part 1, Section B, Human Care Services and Service Fees upon acceptance of deliverable as required.

C.6.2 If any overpayment occurs, the provider shall repay the District the full amount of the overpayment within ten (10) business days.

C.6.3 The provider shall be bound by its budget submitted as a part of the Human Care Agreement and approved by the District as a provider's best and final offer.

C.7 SERVICE PLAN:

C.7.1 The Provider shall adhere to its service plan that includes their methodology for providing the services stated in Section C.

C.7.2 The Provider shall adhere to its organizational chart, which displays organizational relationships and demonstrates who has responsibility for administrative oversight and direct supervision over each contract activity/staff member. The Provider shall submit any organizational changes to the CA within 5 days of the organizational change.

C.8 ELIGIBILITY:

C.8.1 Eligibility to provide services under this Agreement shall be determined and re-determined by the District, as applicable, in accordance with prescribed procedures. The Provider shall be subject to a written determination that it is qualified to provide the services and shall continue the same level of qualifications, subject to a review by the District, according to the criteria delineated in 27 DCMR, Chapter 19, Section 1905.6.

C.9 COMPLIANCE WITH LAWS:

C.9.1 As a condition of the District's determination of eligibility to perform under this Agreement, the Provider shall comply with all applicable District, federal and other State and local governmental laws, regulations, standards, or ordinances and, where applicable, any other applicable licensing and permit laws, regulations, standards, or ordinances as necessary for the lawful provision of the services required of the Provider under the terms of this Agreement.

C.10 DISTRICT RESPONSIBILITIES:

C.10.1 The District will provide the Provider with Referral for Service authorization(s) bearing the signature of the District employee and the purchase order obligating the funds to cover the cost of services provided.

C.10.2 The District will be financially responsible for only those specific services listed in the referral packet as services needed by the client and required of the Provider, each of which must be authorized prior to the provision of services.

C.10.3 The District employee is responsible for coordinating interpreter requests.

C.10.4 When possible, The District employee will also provide, if available, documents or materials that will be used during the event in advance of the event.

SECTION D

HUMAN CARE SERVICE DELIVERY AND PERFORMANCE

D.1 TERM OF AGREEMENT

D.1.1 The term of this Human Care Agreement shall be for a period of up to one base year from the date of award, subject to the availability of funds for any period beyond the end of the District's fiscal year, which begins on October 1, in which this Agreement is awarded. The base period shall not be longer than date of award through September 30 of that same year or the date the professional license of the Provider expires, whichever is sooner.

D.1.2 The District may terminate this Agreement in accordance with sections 8 and 27 of the Government of the District of Columbia Standard Contract Provisions for Use with the District of Columbia Government Supply and Services, dated March 2007, hereafter referred to as "Standard Contract Provisions", if the Provider fails to perform its obligations under this Agreement in accordance with the Agreement and in a timely manner, or otherwise violates any provision of this Agreement. Section 16 of the Standard Contract Provisions provides for Termination for the Convenience of the District.

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

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

D.3 OPTION TO EXTEND TERM OF THE AGREEMENT

D.3.1 The District Government may extend the term of this Human Care Agreement for a period of four (4) one (1) year option periods, or multiple successive fractions thereof, by written notice to the Provider prior to the expiration of the Agreement; provided that the District gives the Provider written notice of its intent to extend at least thirty (30) days before the Agreement expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Provider may waive the thirty (30) day notice requirement by providing a written notice to the Contracting Officer.

D.3.2 The extended human care agreement shall be considered to include this option provision if the District exercises an option.

D.3.3 The total duration of this Agreement including the exercise of any options under this clause, shall not exceed five (5) years.

D.4 OPTION TO EXTEND SERVICES

- D.4.1** Notwithstanding Section D.3.4 above, the District may require continued performance of any services within the limits and at the rates specified in the HCA. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor or the District of Columbia Department of Employment Services (DOES). The Contracting Officer may exercise the option by written notice to the Provider at least thirty (30) days before the Agreement expires.
- D.4.2** The service rates for the option periods shall be as specified in Part I, The Service Rate, Section B.
- D.4.3** If the District exercises an option, the extended Human Care Agreement shall be considered to include this option provision.
- D.4.4** Should the District exercise the Human care Agreement option for option number 3, the Provider will be required to complete a new Contractor Qualification Record.

SECTION E – HUMAN CARE SERVICE ADMINISTRATION

E.1 CONTRACTING OFFICER/HUMAN CARE AGREEMENT ADMINISTRATION

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

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

E.2 CONTRACT ADMINISTRATOR

- E.2.1** The Contract Administrator (CA) is the representative responsible for the general administration of this human care agreement and advising the Contracting Officer as to the compliance or noncompliance of the Provider with this Human Care Agreement. In addition, the Contracting Officer's Representative is responsible for the day-to-day monitoring and supervision of this Agreement. The CA is not authorized or empowered to make amendments, changes, or revisions to this agreement. Edmund Neboh and Siavosh Hedayati are the CAs:

Rehabilitation Services Administration
1125 15th Street, NW
9th Floor
Washington, DC 20005
Telephone Number: (202) 442-8738
Facsimile Number: (202) 442-8725
E-Mail: Edmund.Neboh@dc.gov and Siavosh.Hedayati@dc.gov

E.3 ORDERING AND PAYMENT

- E.3.1** The Provider **shall not** provide services under this Agreement unless the Provider is in actual receipt of a purchase order or task order for the period of the service or treatment that is issued by a Contracting Officer.
- E.3.2** All purchase orders or task orders issued in accordance with this Agreement shall be subject to the terms and conditions of this Agreement. In the event of a conflict between a purchase order or a task order and this Agreement, the Agreement shall take precedence.

- E.3.3** If mailed, a purchase order or task order shall be considered “issued” by the District when deposited in the mail. Orders may be transmitted electronically.
- E.3.4** The Provider shall forward or submit all monthly invoices for each referral for services or treatment to the agency, office, or program requesting the specified human care service or treatment, and as specified in the purchase order/task order, **“Provider/Contractor Shall Submit All Invoices To.”**

**Office of the Chief Financial Officer (OCFO)
Department on Disability Services (DDS)
Office of the Controller, 4th Floor
64 New York Avenue, NE
Washington, DC 20002**

- E.3.5** To ensure proper and prompt payment, each invoice for payment shall provide the following minimum information:
- E.3.5.1** Provider name and address; name of individuals; location of individuals;
 - E.3.5.2** Invoice date, number and the total amount due;
 - E.3.5.3** Period or date of service;
 - E.3.5.4** Description of service;
 - E.3.5.5** Quantity of services provided or performed to include service, and the frequency and duration of each service;
 - E.3.5.6** Contract Line Item Number (CLIN), as applicable to each purchase order or task order;
 - E.3.5.7** Purchase Order or Task Order Number;
 - E.3.5.8** Human Care Agreement Number;
 - E.3.5.9** Federal tax identification number;
 - E.3.5.10** Name of the District employee requesting interpreting services; and
 - E.3.5.11** Name, title, telephone number, and signature of the preparer.
- E.3.6** Payment shall be made only after performance by the Provider and acceptance by the District, under this Agreement as a result of a valid purchase order or task order of the agreement, or the purchase order/task order, in accordance with all provisions thereof.

PART II

SECTION F – AGREEMENT CLAUSES

F.1 STANDARD CONTRACT PROVISIONS INCORPORATED BY REFERENCE

F.1.1 The Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Government Supply and Services, dated March 2007, hereafter referred to as the “Standard Contract Provisions” are attached and incorporated by reference into this Agreement, and shall govern the relationship of the parties as contained in this Agreement. By signing this Agreement, the Provider agrees and acknowledges its obligation to be bound by the Standard Contract Provisions, and its requirements.

F.2 LAWS AND REGULATIONS INCORPORATED BY REFERENCE

F.2.1 By signing this Agreement, the Provider agrees and acknowledges its obligation to be bound by the provisions of the following laws, act and orders, together with the provisions of the applicable regulations made pursuant to the laws:

F.2.2 The Rehabilitation Act of 1973, as amended, Title 6, Part B- Supported Employment <http://www.ed.gov/policy/speed/red/narrative.html>- link to Rehabilitation Act

F.2.3 District of Columbia Municipal Regulations, Title 29, Public Welfare, Chapter 1

F.3 CONFIDENTIALITY

F.3.1 All services or treatment provided by the Provider through referrals by the District to the Provider shall be provided in a confidential manner and the Provider shall not release any information relating to a recipient of the services or otherwise as to the provision of these services or treatment to any individual other than an official of the District connected with the provision of services under this Agreement, except upon the written consent of the individual referral, or in the case of a minor, the custodial parent or legal guardian of the individual referral. The Provider shall ensure that the protection of the consumer’s record from loss, alteration, unauthorized use and damage. Records shall be maintained in a locked file or locked room

F.4 TAX COMPLIANCE CERTIFICATION

F.4.1 In signing and submitting this Agreement, the Provider certifies, attests, agrees, and acknowledges that the Provider is in compliance with all applicable tax requirements of the District of Columbia and shall maintain that compliance for the duration of this Agreement. Office of Tax and Revenue and DOES tax compliance will be verified annually before an option is exercised.

F.5 AMENDMENTS

F.5.1 This Agreement constitutes the entire Agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Agreement are superseded by this Agreement. The Contracting Officer may, at any time, by written order and without notice to a surety, if any, make amendments, or changes in the Agreement within the general scope, services, or service rates of the Agreement. The Contracting Officer may make purely clerical or administrative corrections by amendment in writing to the Agreement with written notice to the Provider.

F.6 SUBCONTRACTS

F.6.1 The Provider shall not subcontract any of the work or services provided in accordance with this Agreement to any subcontractors without the prior, written consent of the Contracting Officer. Any work or service that may be subcontracted shall be performed pursuant to a written subcontract agreement, which the District shall have the right to review and approve prior to its execution. Any such subcontract shall specify that the Provider and the sub Provider shall be subject to every provision of this Agreement. Notwithstanding any subcontract approved by the District, the Provider shall remain solely liable to the District for all services required under this Agreement.

F.7 PROVIDER RESPONSIBILITY

F.7.1 The Provider bears responsibility for ensuring that the Provider/Contractor fulfills all its Agreement requirements under any task order or purchase order that is issued to the Provider pursuant to this Agreement.

F.7.2 The Provider shall notify the District immediately whenever the Provider does not have adequate staff, financial resources, or facilities to comply with the provision of services under this Human Care Agreement.

F.8 Drug-Free Work Place Clause

F.8.1 In agreements funded with federal funds, in signing and submitting this Agreement, the Provider certifies, attests, agrees, and acknowledges that the provider has received a signed copy of the Drug-Free Workplace requirements and shall maintain compliance with the requirements for the term of this Agreement.

F.9 INSURANCE

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

- F.9.2** All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-V III or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher.
- F.9.3** The Contractor shall require all subcontractors to carry the insurance required herein, or the Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate.
- F.9.4** All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract.
- F.9.5** All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance.
- F.9.6** All policies shall contain a waiver of subrogation in favor of the District of Columbia.
- F.9.7** In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished.
- F.9.8** All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.
- F.9.9** Certificate of Insurance Requirement. The policy description on the Certificate of Insurance form shall include the contract number, the contract award date (if available), the contract expiration date (if available), the name of the requesting agency, the name of the contracting officer, a brief description of the work to be performed, the job location, the District as an additional insured, and a waiver of subrogation.
- F.9.10** **Insurance Liability Limitations**
- F.9.10.1** Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$2,000,000 limits per occurrence; \$5,000,000 per aggregate; \$1,000,000 for products and completed operations; and \$1,000,000 for personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.
- F.9.10.2** Commercial General Liability Insurance. If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries coverages equal to that required by the prime contractor contracting with the District. The policy coverage shall be primary and non-contributory, shall contain

the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.

- F.9.10.3** Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall cover the operations performed under the contract with a \$2,000,000 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.
- F.9.10.4** Workers' Compensation Insurance.
- F.9.10.4.1** Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
- F.9.10.4.2** Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$1,000,000 per accident for injury; \$1,000,000 per employee for disease; and \$1,000,000 for policy disease limit.
- F.9.10.5** Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability insurance as follows: \$5,000,000 per occurrence and \$5,000,000 per aggregate, with the District added as an additional insured.
- F.9.10.6** Professional Liability Insurance (Errors & Omissions). The Contractor (including but not limited to architects, attorneys, engineers, environmental consultants, and healthcare professionals) shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission caused by the performance of professional services under this Contract. The policy shall provide limits of \$2,000,000 per occurrence for each wrongful act and \$2,000,000 per aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work. The policy shall cover the Contractor and its subcontractors of every tier, and shall identify the District as the Project Owner on the policy.
- F.9.10.7** Crime Insurance. The Contractor shall provide a policy to cover costs associated with the criminal activities of its employees including, but not limited to, robbery, burglary, larceny, forgery, or embezzlement. The policy shall provide a limit of \$1,000,000 per occurrence for each wrongful act and \$1,000,000 per aggregate for each wrongful act.
- F.9.11** Duration: The Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that the insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed,

canceled or not renewed.

F.9.12 **Contractor's Property**: Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit".

F.9.13 **Measure of Payment**: The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price. Contractors are advised not to sign a contract binding an insurance policy until after contract award is made.

F.10 **DDS HIPAA BUSINESS ASSOCIATE COMPLIANCE (August 2013)**

F.10.1 The Health Insurance Portability and Accountability Act (HIPAA), was amended January 17, 2013 by the U.S. Department of Health and Human Services (HHS) in the Final Omnibus Rule, to increase HIPAA privacy and security protections by implementing provisions of the Health Information Technology for Economic and Clinical Health Act (HITECH Act) and Genetic Information Nondiscrimination Act of 2008 (GINA).

The DDS HIPAA BUSINESS ASSOCIATE COMPLIANCE (August 2013) clause hereby incorporated as Attachment H.3.

F.11 **ORDER OF PRECEDENCE CLAUSE**

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

F.11.1.1 The Human Care Agreement

F.11.1.2 The Government of the District of Columbia Standard Contract Provisions for Use with District of Columbia Government Supply and Services dated March 2007.

F.11.1.3 Human Care Agreement Solicitations DCJM-2015-H-0019.

F.11.1.4 Contractor's proposal in response to Human Care Agreement Solicitation, DCJM-2015-H-0019, which includes the Professional License, Certificate of Insurance, any preprinted promotional or business literature or a link to a website.

F.11.1.5 Contractor's Contractor Qualification Record

F.11.2 The following attachments, available at www.OCP.dc.gov, are incorporated by reference into this Agreement.

F.11.2.1 Government of the District of Columbia Standard Contract Provisions for Use with District of Columbia Government Supply and Services, dated March 2007

F.11.2.2 The prevailing U.S. Department of Labor Wage Determination

F.11.2.3 The DDS Policies and Procedures are at
<http://dds.dc.gov/dds/cwp/view,a,3,q,498424.asp>

SECTION G

INSTRUCTIONS, CONDITIONS AND NOTICES TO PROVIDERS

G.1 HUMAN CARE AGREEMENT AWARD

G.1.1 Award in the Best Interest of the District

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

G.1.2 Initial Offers

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

G.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

G.2.1 Determination of Contractor Qualification:

The Provider is required to submit the following documents:

CQR with attachments (G.1.1) that include, at a minimum:

- 1) registration with the Registry of Interpreters for the Deaf (RID) and be nationally certified with either of these certificates:
 - CSC
 - CI
 - CT
 - CI/CT
 - NIC
- NAD IV or higher;
- 2) Certificate of Insurance;
- 3) Certificate of Good Standing from DCRA
- 4) Business Licensure or explanation as to why one is not required;'
- 5) Articles of incorporation or any documentation that certified that the applicant is qualified to provide services to the public;
- 6) preprinted promotional or business literature or a link to a website that contains published prices;

- 7) Any information that is not contained in the preprinted material may be submitted as a brief narrative that includes information that may be substantiated from other sources such as other clients or contracts.

The District's Office of Contracting and Procurement (OCP) has mandated that new PASS suppliers now register with Ariba and get an ARIBA Supplier Network ID (ANID).

Effective immediately, when submitting the W-9 and completion of the Master Supplier Information Collection Form, please refer to the following instructions from page 3 of the form:

ANID Number:

(Please register at <https://service.ariba.com/Supplier.aw>; Required to select Purchase Order (PO) automatically by email or fax through the Ariba network as method of delivery)

These instructions may also be accessed from the OCP website under:

Opportunities & Support

Vendor Registration Process

ARIBA Supplier Network (Electronic Purchase Order) Registration

- ARIBA Supplier Network - Please read all information concerning any applicable fees.

Register as a New Supplier >>

G.2.2 Determination of Contractor Responsibility:

After a determination of Contractor qualification is made, the District will request documentation to make a determination of Contractor Responsibility as determined by documenting the following:

- 1) Has adequate financial resources to perform the contract or the ability to obtain those resources by providing the following reports: balance sheets, profit and loss statements, or other financial documents prepared by your office
- 2) Is able to comply with the required or proposed delivery or performance schedule, based upon the applicant's existing commercial and government contract commitments;
- 3) Has a satisfactory performance record;
- 4) Has a satisfactory record of integrity and business ethics: no record of suspension of License in the past five years;

- 5) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules and part A of subchapter X of Chapter 2 of this title [§ 2-219.01 et seq.];
 - 6) Has, or has the ability to obtain, the necessary organization, experience, accounting, operational control, and technical skills;
 - 7) Has, or has the ability to obtain, the necessary production, technical equipment, and facilities;
 - 8) Has not exhibited a pattern of overcharging the District;
 - 9) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
 - 10) Is otherwise qualified and is eligible to receive an award under applicable laws and rules.
- G.2.3** One original of the written application shall be submitted. Applications shall be typewritten in 12 point font size on 8.5” by 11” bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted, in lieu of originals, however, offerors are **encouraged to submit electronic copies** of applications to facilitate agency responses to Freedom of Information Act requests. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. **DCJM-2015-H-0019** for Human Care Agreement for Interpreter, Sign Language." Providers' qualification packages may be submitted to DDS from **through 10:00 a.m. on September 30, 2015**. Since this is a non-competitive procurement process, Providers are encouraged to submit applications as early as possible throughout the period that the application is open rather than waiting to submit closer to the closing date.

G.3 SIGNING OF HUMAN CARE AGREEMENT

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

G.4 RETENTION OF APPLICATIONS

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

G.5 ACKNOWLEDGMENT OF AMENDMENTS

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

SECTION H: LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following lists are incorporated into the Human Care Agreement (*Unless otherwise indicated*).

Providers are required to submit the following documents with the Human Care Agreement application. Links to forms can be found on the Office of Contracting and Procurement's website (<http://ocp.dc.gov/node/599822>):

H.1 Form 1900 Human Care Qualifications

H.2 Bidder/Offeror Certifications

H.3 Tax Certification/Affidavit

H.4 2015 Living Wage Fact Sheet

H.5 2015 Living Wage Notice

H.6 DDS HIPAA Business Associate Compliance (August 2013)