GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department on Disability Services



BLANKET PURCHASE AGREEMENT DCJM-2015-A-0023 Tutoring and Academic Support Services

B.1 EXTENT OF OBLIGATION:

- **B.1.1** The Government of the District of Columbia is obligated only to the extent that authorized purchases are actually made under the Blanket Purchase Agreement (BPA), and is not obligated to place future orders. (Title 27 of the District of Columbia Municipal Regulations (DCMR), Chapter 18, Section 1810.2 (a) (c)
- **B.1.2** The Provider shall not provide any goods or services under this agreement until a purchase order with sufficient funding to cover the cost of the requested goods or services has been issued.

B.2 PURCHASE LIMITATION:

B.2.1 The limitation of orders against this BPA shall not exceed the small purchase limitation of \$100,000.00.

B.3 NOTICE OF INDIVIDUAL(S) AUTHORIZED TO PURCHASE UNDER THE BPA:

B.3.1 Edmund Neboh, Contract Administrator (CA), Siavosh Hedayati, Contract Administrator (CA), and Sharon Vaughan-Roach, Program Manager, under the direction of DDS office of Contracts and Procurement, are the authorized individuals to place orders for goods and service under this BPA. A Contracting Officer is the only individual who may make changes to this BPA, or to increase the authorized amount of orders against this BPA.

B.4 LAWS AND REGULATIONS INCORPORATED BY REFERENCE:

B.4.1 By signing this Agreement, the Provider certifies, attests, agrees, and acknowledges to be bound by the following stipulations, representations and requirements of the

provisions of the following laws, acts and orders, together with the provisions of the applicable regulations made pursuant to the laws, and they are incorporated by reference into this Agreement:

- **B.4.1.1** Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (Attachment C)
- **B.4.1.2** Standard Contract Provisions for use with District of Columbia Supplies and Services Contracts;

http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+(March+2007) (Ctrl+click to open link or copy to web address bar)

B.5 PRICE SCHEDULE:

Base Year:

Item #	Description	Unit	Unit Price
0001	Tutoring Services	Hourly	\$
0002	Academic Support	Hourly	\$

Option Year 1

Item #	Description	Unit	Unit Price
1001	Tutoring Services	Hourly	\$
1002	Academic Support	Hourly	\$

Option Year 2:

Item #	Description	Unit	Unit Price
2001	Tutoring Services	Hourly	\$
2002	Academic Support	Hourly	\$

Option Year 3

Item #	Description	Unit	Unit Price
3001	Tutoring Services	Hourly	\$
3002	Academic Support	Hourly	\$

Option Year 4

Item #	Description	Unit	Unit Price
4001	Tutoring Services	Hourly	\$

4002	Academic Support	Hourly	\$
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B.5.1 Under Public Law 113-128, the Workforce Innovation and Opportunity Act, the person has a right to make informed choices and decisions. The person will conduct interviews with available vendors to make the most informed decision.

B.6 PRICING:

B.6.1 The Provider warrants and agrees that the prices charged to the District government shall be as low, or lower than the prices charged to the their most favored customer for comparable services under similar terms and conditions, in addition to any discounts for prompt payment.

B.7 PERIOD OF PERFORMANCE:

B.7.1 The period of performance shall begin on the date the BPA is executed by the Contracting Officer and continue for a period of one (1) year after award. The District reserves the right to extend this BPA for four (4) one (1) year option periods under the same terms as stated for the base year. Purchase Orders (PO's) issued by the District will expire on September 30 of the year in which they are issued.

B.8 <u>DELIVERY TICKETS (AUTHORIZATIONS) AND INVOICES:</u>

- **B.8.1** Orders for services against this BPA will be placed by hard-copy mail or electronic mail
- **B.8.2** Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets, authorizations, sales slips or invoice that must contain as a minimum, the following information:
- **B.8.2.1** Provider's name, Federal tax ID and invoice date (Providers shall date invoices on the date of mailing or transmittal);
- **B.8.2.2** BPA and invoice number;
- **B.8.2.3** Description, price, quantity and the date(s) that the services were delivered or performed.
- **B.8.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- **B.8.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- **B.8.2.6** Name, title, phone number of person preparing the invoice;

B.8.2.7	Name, title, phone number and mailing address of person identified in B.8.2.6 above) to be notified in the event of		
B.8.2.8	Authorized signature.		
B.8.3	Direct all technical inquiries to the Contract Administra Mr. Siavosh Hedayati.	tors, Mr. Edmund Neboh and	
B.8.4	The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Provider's invoice, the provisions of this BPA will take precedence.		
B.9	PAYMENT OF INVOICES:		
B.9.1	The Provider shall submit to the Agency Chief Financia within thirty (30) days after the delivery of services to the services		
B.9.2	The District will pay the Provider on or before the 30^{th} invoice from the Provider.	day after receiving a proper	
B.9.3	All invoices should be mailed to		
D IGGOV	Department on Disability Ser Office of the Controller, 6 th F 64 New York Avenue, NW Washington, DC 20002		
DISCOUN	NT FOR PROMPT PAYMENT:%		
	ACCEPTED		
Contractor	:		
Name Title		Date	
DISTRIC	T OF COLUMBIA:		
Marsha R		Date	

Return the signed BPA Agreement to:

Office of Contracting and Procurement Department on Disability Services 1125 15th Street, NW 4th Floor Washington, DC 20001 Attn: Monica Brown (202) 730-1861 (202) 730-1514 (Fax) Monica.Brown4@dc.gov

Attachments:

Statement of Work

District of Columbia Department on Disability Services Rehabilitation Services Administration

SECTION C

C.1 SCOPE:

C.1.1 The District of Columbia Department on Disability Services (DC DDS) Office of Contracting and Procurement, on behalf of the District of Columbia Department on Disability Services, Rehabilitation Services Administration (DDS/RSA), and hereafter referred to as the "District," is seeking qualified Private Tutoring Providers and other licensed academic support qualified professionals to provide academic support services to persons with disability(ies) referred by the District. The qualified Providers will be placed on a list of eligible Providers to provide persons with disability (ies) with the tutoring and academic support services for post-secondary education.

C.2 <u>APPLICABLE DOCUMENTS:</u>

C.2.1 As a condition of the District's determination of eligibility to perform under this BPA 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:

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/hr80 3/BILLS- 113hr803enr. pdf
2.	Americans with Disabilities Act as Amended	P.L.101-336	1990	http://www.a da.gov/
3.	Rehabilitation Act Amendments of 1998 as amended by the Workforce Investment Act	P.L. 105-220	1998	https://dhs.sd .gov/docs/Re hab Act.htm
4.	Department of Mental Health Establishment Act	D.C. Law 14-56; D.C. Official Code §§ 7-	2001	http://dccode .org/simple/s ections/7- 1131.03.html

		1131.04 and 7-1131.05 (2008 Repl.)		
5.	Mayor's DC Language Access Act		2004	http://www.o hr.washingto ndc.gov/ohr/c wp/view,a,3,q ,636135,ohrN av,%7C3095 3%7C.asp
6.	DCMR 27	CDCR 27- 100 to 4299	2007	http://www.d cregs.dc.gov/ Search/DCM RSearchByC hapter.aspx? SearchType= DCMRChapt Num&KeyV alue=27
7.	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.e cfr.gov/cgi- bin/text- idx?tpl=%2F index.tpl
8.	34 CFR 361	34 CFR 361 et seq.		http://www.e cfr.gov/cgi- bin/text- idx?tpl=%2F index.tpl
9.	DC DDS/RSA Policies and Procedures			http://dds.dc. gov/page/poli cies-and- procedures- rsa

C.3 **DEFINITIONS:**

- C.3.1 Academic Support: Assist students with documented disability(ies) that are demonstrating deficiencies in executive function such as developing study skills, organizational skills, and test taking skills to improve academic performance. Academic support may also include offering academic tutoring, which may include reading and processing materials. Academic support services shall be provided by licensed or certified professionals, such as Special Educators, Occupational therapists, Speech Pathologists, or Life Coaches.
- **C.3.2** Executive Function (also known as cognitive control and supervisory attentional system): An umbrella term for the management (regulation, control) of cognitive processes, including working memory, reasoning, task flexibility, and problem solving as well as planning and execution.
- C.3.3 Private Tutors: May be subject matter experts or special educators that provide services to help students to improve their learning strategies at college or vocational level in order to promote independence and empowerment. The purpose of tutoring is to ensure that students are capable of helping themselves, learning to become independent learners and thus no longer needing a tutor. The private tutor shall develop a teaching plan that will help the person to achieve success in the subject matter. All private tutors are to be either certified or licensed in special education or the subject of specialization through the office of the State Superintendent of Education or other Licensing Board that is recognized by the state.
- **C.3.4 Authorization:** Agreement given to a service provider denoting services to be rendered at the price not to exceed the amount shown in the written authorization the Provider is allowed to bill for those services.
- C.3.5 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.3.6 Individual with a disability(ies):** 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 (As cited in 34 CFR 361.5 (28)(i)(ii)(iii)).
- **C.3.7 Tutoring Services:** A range of services provided by one or more professionals designed to assist a student with disabilities improve or meet instructional requirements for academic or vocational education.
- **C.3.8 Provider:** A consultant, Provider, or contractor, of goods or services, who can be an individual, a partnership, non-profit entity, or a corporation that enters into a Blanket

Purchase Agreement (BPA) with the District.

- **C.3.9 Referral:** the act of sending someone for consultation, review, or further action.
- **C.3.10 Vocational Rehabilitation Specialist (VRS):** State employee responsible for determining eligibility and providing or arranging rehabilitation services for applicants or recipients of these services.

C.4 BACKGROUND:

- C.4.1 Under the provisions of the Workforce Innovation and Opportunity Act (WIOA) (P.L. 113-128), the Americans with Disabilities Act of 1990 as Amended (ADAAA), and Federal and state agencies are required to provide reasonable accommodations for persons and Employees with disabilities, barring undue hardship. The District focuses on employment, ensuring that persons with disabilities achieve a greater quality of life by obtaining and sustaining employment, economic self-sufficiency, and independence. The District achieves this through employment marketing and placement services, vocational evaluation, vocational rehabilitation, inclusive of business enterprises. The District provides services for eligible persons with physical or mental impairments. These services are designed to enable one to prepare for, obtain, maintain, regain or advance in employment.
- C.4.2 The purpose of this solicitation is to identify qualified vendors to be placed on a list of available resources for the clients to choose from. Clients may choose Tutoring and/or Academic Support Services from one or more Providers that facilitates informed choice designed to assist persons with disability(ies) to address educational needs and requirements to meet vocational goals in compliance with their Individualized Plan for Employment (IPE).

C.5 Service Requirements

C.5.1 Person Referral Process:

- **C.5.1.1** The Provider shall respond to the Vocational Rehabilitation Specialist (VRS) within two (2) business days acknowledging receipt of referral package after the VRS initiates the referral to the provider.
- C.5.1.2 The Provider is not obligated to accept a referral. If the Provider decides not to accept the referral prior to initiating contact with the person, the Provider shall return the referral package in its entirety to the District within three (3) business days. The Provider shall explain any reasons why the referral was not accepted by the Provider. No payment shall be invoiced or paid.
- **C.5.1.3** If the Provider decides to accept the referral, the Provider shall schedule the appointment with the person within ten (10) business days of receipt, after the acknowledgement of receipt of referral. The Provider shall notify the VRS of the scheduled appointment via electronic email.

- **C.5.1.4** The Provider shall ensure the person signs in for any contact visit with them. The Provider shall send the signed document with monthly progress report to the VRS via electronic scanner/email, upon completion of services.
- **C.5.1.5** The Provider shall contact the VRS for any questions regarding the referral.

C.5.2 <u>Tutoring Services / Academic Support:</u>

- **C.5.2.1** The Provider shall meet with the person and review documentation provided by the VRS.
- **C.5.2.2** The Provider shall assess the person referred for tutoring / academic support and recommend the number of hours required to accomplish the person's request. The assessment may be accomplished through a review of existing evaluations or, if necessary, through additional evaluations conducted by the Provider, assuming the Provider possesses the requisite credentials to conduct such evaluations.
- **C.5.2.3** The Provider shall provide the tutoring / academic support services at a site based on the person's request or the Provider's recommendation based on the best practices for effective service delivery.
- **C.5.2.4** The Provider shall develop rapport and communicate efficiently and effectively with the person.
- **C.5.2.5** The Provider shall not make a decision for the person and shall not act in a custodial or guardian role.
- **C.5.2.6** The Provider shall provide a report that states what the subject and the instruction provided and the number of hours of service provision.
- **C.5.2.7** The narrative report shall also address progress and the need for additional assistance from the District (e.g., adaptive equipment, training, remedial or services from sources other than the primary service Provider).

C.5.3 Provider Requirements:

- **C.5.3.1** The Provider shall obtain criminal background checks for their employees who will be providing direct instruction to persons with disabilities prior to their commencement of work under this BPA.
- C.5.3.2 The Provider shall ensure each specialist, employee, and/or sub-contractor having potential to serve persons who are 17 years or younger referred under this contract, completes a background clearance check inclusive of the Federal Bureau of Investigation (FBI)(updated biennially), Child Protection Registry (updated annually); and Jurisdictional Police Department Check in which the applicant resided during the last five years prior to employment consideration; and if different, the District of Columbia Metropolitan Police Department and service jurisdiction.

- **C.5.3.3** The Provider shall provide to the CA documentation that all direct and indirect staff, including consultants, be free of communicable diseases and meet the criminal background check requirements of the jurisdiction where the facility is located.
- **C.5.3.4** The Provider shall maintain an individual personnel file for each staff person, who contains an application for employment, degree and certification in the field of instruction and certification as a special educator, to provide tutoring / academic support services to students with disability(ies) during their post-secondary education.
- C.5.3.5 The Provider shall maintain documentation that each staff person possesses adequate training, degree, certification or licensure to deliver tutoring or academic support to persons. Tutoring or academic support services Providers shall meet all applicable requirements of the District of Columbia or other State requirements for certification and/or licensing in their respective profession.
- **C.5.3.6** The Provider shall provide culturally competent tutoring or academic support services that ensure staff persons understand and are familiar with the person's disability(ies), culture, reinforce positive cultural practices, and acknowledge and build upon ethnic, socio-cultural and linguistic strengths.
- C.5.3.7 The Provider shall provide linguistically competent services through staff members or contractors who are fluent in language spoken by the person being referred by the District. These services can be provided through the use of other available resources (e.g. adaptive equipment, and others). These services include, but are not limited to, the Provider's ability to communicate and serve the person identified as deaf, hard of hearing, deaf-blind, visually impaired, blind, Spanish speaking and other languages spoken.

C.6 PROVIDER / STAFF QUALIFICATION:

- **C.6.1** The Provider shall be a certified or licensed special educator, occupational therapist, speech pathologist, life coach or be certified to teach the subject matter area to provide tutoring and/or academic support services to postsecondary students with disabilities.
- **C.6.2** The Provider's certification or license shall be valid to use in the Washington Metropolitan area (District of Columbia, State of Maryland or State of Virginia) in order to provide tutoring or academic support services for post-second students with disabilities.
- **C.6.3** The Provider's staff shall have the ability to successfully explain concepts to the persons.
- **C.6.4** The Provider's staff shall have competence in maintaining a positive rapport and working successfully with a variety of individuals with disabilities.

C.7 MONITORING PLAN:

C.7.1 PERFORMANCE MONITORING PLAN			
Performance Requirements	Performance Standards	Surveillance Method & Frequency	
Review the BPA and determine if the Provider is in compliance with this contract	100% of standard met	Pre, periodic ongoing and post-test of person's progress during the service period and person's grades in the course analyzed by the District employees.	
		Administer, analyze and report results of Consumer Satisfaction Surveys.	

C.8 DELIVERABLES:

CLIN	Deliverable	Quantity	Format and Method of	Due Date
			Delivery	
1.	Send a monthly	1	Mail and E-mail to the	By the fifth
	electronic copy of		VRS	business day of
	person's progress to			each month
	VRS			regarding
				progress in the
				preceding
				month

C.9 <u>DISTRICT RESPONSIBILTIES:</u>

- **C.9.1** The District will make the Provider aware of Federal and District laws and established the District policies pertaining to maintaining individual records through discussion, providing certain copies of policies and explaining how the Provider may obtain copies of the Federal and District laws.
- **C.9.2** The District will be financially responsible for those specific services needed by the person and required of the provider, each of which must be authorized prior to the provision of services.
- C.9.3 The District employee must contact the Provider to discuss the person's needed service(s) through the informed choice. If the District employee and the person determine that the Provider's services are appropriate for the person, the District employee will generate and submit the referral form along with the written and signed authorization to the Provider, to include:
- **C.9.3.1** Authorization for tutoring / academic support services indicating the type or the subject area that person is requesting tutoring and/or academic support;
- C.9.3.2 Authorization to Release of Confidential Information signed by the person; and
- **C.9.3.3** Recent medical/psychological report (if required by the Provider).

D.1 CONFIDENTIALITY:

D.1.1 All services or treatment provided by the Provider through referrals by the District to the Provider shall be provided in a confidential manner. The Provider shall not release any information relating to a Person with disability(ies) of the services or otherwise as to the provision of these services or treatment to any other stakeholder(s) connected with the provision of services under this Agreement, except upon the written authorization of the individual referral, in the case of a minor, the custodial parent or legal guardian of the individual referral; subpoena, court order/judicial and/or the District administrative representative (i.e. Office of Attorney General). The Provider Employment Specialists and those working directly with minor shall not have criminal records and a copy of their back group checks are to be forwarded to the District Contract Administrator and a copy placed in their personal file with that particular Provider.

D.2 HIPAA PRIVACY COMPLIANCE:

D.2.1 Definitions:

D.2.2 Business Associate means a person or entity, who performs, or assists in the performance of a function or activity on behalf of a covered entity or an organized health care organization in which the covered entity participates, involving the use or disclosure of individually identifiable health information, other than in the capacity of a workforce member of such covered entity or organization. A business associate is

also any person or organization that provides, other than in the capacity of a workforce member of such covered entity, legal, actuarial, accounting, consulting, data aggregation, management, administration, accreditation, or financial services to or for the covered entity and receives individually identifiable health information from a covered entity or another business associate on behalf of a covered entity. In some instances, a covered entity may be a business associate of another covered entity.

D.2.3 *Covered Entity* means a health plan, a health care clearinghouse, or a health care Provider who transmits any health information in electronic form in connection with a transaction covered by 45 C.F.R. Parts 160 and 164 of the Privacy Rule.

E.1 ELIGIBILITY CRITERIA:

- **E.1** The Provider shall provide a certificate Clean Hands issued by the District of Columbia Regulatory Authority (DCRA) certifying that the business is authorized to transact business in the District of Columbia or equivalent licensure or credentials from the jurisdiction where services are to be performed;
- **E.1.2** The Provider shall provide a resume and three letters of reference demonstrating that the chief executive(s) with oversight over services provided under this agreement has a degree in Education or one of the related fields identified in C.3.1, with at least one (1) year of experience of working with people with disabilities;
- E.1.3 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-A-0023 for Blanket Purchase Agreement for Tutoring and Academic Support Services." 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.
- **E.1.3** This District may make award to the Provider whose offer conforms to the solicitation and is most advantageous to the District, cost or price and technical factors listed below considered. For this solicitation, technical quality is more important than cost or price. As proposals become more equal in their technical merit, the evaluated cost or price become more important.

E.2 PROVIDER SUBMISSION FOR PREFERENCES

E.2.1 Any Provider seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

- **E.2.1.1** Evidence of the Provider's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or
- **E.2.1.2** Evidence of the Provider's or joint ventures provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DCLBD.
- **E.2.1.3** Any Provider seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development ATTN: LSDBE Certification Program 441 Fourth Street, N.W., Suite 970N Washington, DC 20001

E.2.1.4 All Providers are encouraged to contact the DSLBD at (202)727-3900 if additional information is required on certification procedures and requirements.