



Notice of Grant Award (NOGA)

Information Page

RFA No.: DOES-OAIT/MBSYEP 2020

NOGA No.: DOES-2020 OAIT/MBSYEP Pre-Apprenticeship Intermediary Initiative

Grantee: Washington Literacy Center

Tax ID#/EIN: [REDACTED]

Award Start Date: June 22, 2020

Award End Date: September 30, 2020

Grant Award Amount: \$100,000.00

DOES Grant Officer Point of Contact Information:

Name: Nicole Chapple

Email: Nicole.chapple@dc.gov

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DOES Grant Specialist Contact Information:

Name: Demetries McArthur Saunders

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DOES Office of Apprenticeship, Information and Training Program Point of Contact Information:

Name: Gemma Thomas

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Phone: 202-671-3243

DOES Office of Program and Provider Monitoring Point of Contact Information:

Name: Porscha Mills

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Grantee Point of Contact Information:

Name: Jimmie Williams

Email: Jimmie.Williams@washlit.org

Phone: 202-387-9029

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-2020 OAIT/MBSYEP Pre-Apprenticeship Intermediary Initiative between DOES and the Washington Literacy Center. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50 and D.C. Code § 1-328.05.

I. BACKGROUND/SCOPE

DOES connects District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities.

As part of the Mayor Marion S. Barry Summer Youth Employment Program (MBSYEP) Pre-Apprenticeship Intermediary Initiative, DOES' Office of Apprenticeship, Information and Training (OAIT) sought high quality, structured and innovative grant applications from organizations to develop and implement pre-apprenticeship initiatives that lead to registered apprenticeship opportunities for minority youth (in-school and out-of-school) ages 18-24 and inclusive individuals (individuals possessing physical or mental conditions that limit movements, senses, or activities. Organizations must demonstrate partnerships with a registered apprenticeship program approved by the D.C. Apprenticeship Council.

In order to expand innovative programming and meet the demands of District residents, this pre- apprenticeship initiative must lead to direct entry into a registered apprenticeship program that features 1) in person and/or virtual work-based job training and 2) credential attainment for hundred (100) District residents high school seniors on track to graduate or youth 18-24 with High School Diploma or G.E.D (*per participant cap is \$1000/participant*). Participants will be registered with DOES as pre-apprentices and receive related instruction in order to gain industry-recognized credentials and on the job learning. After completion of the program, pre-apprentices are to be transitioned into a registered apprenticeship program. Participants who are 17 years-of-age may be eligible to participate in the program. However, they must be 18 years-of-age by August 7, 2020 and the organization's staff must undergo a background check.

The Grantee must submit written notice of any proposed changes in scope, funding, programming, staffing or site location within twenty-four (24) hours of the proposed change to the Grant Specialist and Program Point-of-Contact. Any proposed changes must be approved by DOES, prior to implementation of the proposed changes.

II. PROGRAM REQUIREMENTS

A. General Program Requirements

During the period of performance, Grantee shall:

1. Comply with all requirements of DOES MBSYEP; including attending all DOES

mandated events and trainings.

2. Participate in the DOES OYP Job Selection process to ensure the awarded service levels of pre-apprentices are enrolled, in accordance with the MBSYEP timeline. (Tentative June – September 2020). DOES reserves the right to deem a participant ineligible, if appropriate.
3. Provide case management to all registered pre-apprentices.
4. Provide virtual instructional classes that lead to successful enrollment into a registered apprenticeship program by the date established by the industry and/or DOES. At a minimum, provide 174 hours of youth apprenticeship skills training to include industry recognized credentials, field trips, related instruction and other experiences designed to introduce the enrolled students to apprenticeable occupations. After completion, apprentices should be placed in a registered apprenticeship program.
5. Complete and submit a participant file for every participant in the program.
6. Procure and schedule all necessary examinations/items needed to equip the pre-apprentice with the knowledge and skillset necessary to successfully enroll into an apprenticeship opportunity at the conclusion of training to include but not limited to:
 - Urinalysis and Background Checks,
 - Credential/Certification,
 - Licensing Exams
7. Participate in ongoing monitoring and evaluation activities led by DOES designated evaluator. These may include site visits, surveys, interviews, focus groups, administrative records review, and other data collection and evaluation strategies.
8. Provide interpretation services and translation of vital documents to LEP/NEP customers and report this data to DOES Language Access Coordinator and Program Point-of-Contact on a quarterly basis.
9. Incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials funded by DOES.

B. Pre Program Requirements

Prior to the start of the program, the Grantee must successfully complete:

1. DOES Virtual Orientation Meeting,
2. Security Awareness Training (PII)



3. MBSYEP Host Application and Host Agreement,
4. Suitability Check (Background Check),
5. Host Employer Orientation, and
6. Host Time-Keeper Training

C. Reporting/Deliverables and Outcomes

The required program deliverables for each participant are described below and should be submitted to both the Program Point-of-Contact and the Grant Specialist via email in accordance with the below timeline.

Reporting

Reporting Requirements	Method of Delivery	Frequency
Participant Roster	Via Host Portal / email	7 days prior to start of program
Initial Participant Assessment Report	Via email	1 week after enrollment into the program
Time and Attendance Report	Via email & TMS	Monday - Friday
Monthly Progress Report to include: <ul style="list-style-type: none"> • Certification (Credential Attainment) • Completion of Minority Youth 174 on-the- job training hours • Pre and Post Test Assessment (Measurable Skills Gain) with Case Notes • Proof of Placement/Registered Apprenticeship Agreement 	Via email	Monthly by the 5 th
Expenditure Report	Via email	Monthly by the 5 th
Language Access Report	Via email	Quarterly
Completion spreadsheet that documents all participants who have satisfied all requirements of the program and engaged in certification and licensing exams which include the status of pass or fail.	Via email	At the end of the program
Close-Out Report	Via email	30 days after the end of the program

Deliverables

DOES will have sole ownership and control of all deliverables. The Grantee must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

Deliverables	Quantity	Method of Delivery	Due Date
Train and enroll pre-apprentices	100	Via email	July 31, 2020 or until the end of MBSYEP
Project Plan – Service Delivery Schedule	1	Via email	Upon Award

Outcomes

Outcomes	Target
Connect and place enrolled pre-apprentices to registered apprenticeship opportunities by September 30, 2020.	75
Measurable skills gains for all enrolled pre-apprentices	80
Credential Attainment	75
Cohort must start at the beginning of the 2020 MBSYEP.	June, 2020

III. PERIOD OF PERFORMANCE

The DOES 2020 OAIT and MBSYEP Pre-Apprenticeship Intermediary Initiative will operate from the date of award through September 30, 2020.

Final reports and deliverables are due by or before September 30, 2020.

A. Option Years

DOES reserves the sole right to exercise a single option year up to three (3) additional years beyond the original period of performance – contingent upon the availability of funding in the designated option year and satisfactory performance from the Grantee. The funding amount for each option year will be determined by DOES and all terms and requirements of the original grants will apply, unless modified by DOES.

IV. GRANT FUNDING

Funds for this Grant are provided by DOES. This program was designed by the Grantee, based on the requirements provided and approved by DOES. Grantee will be subject to requirements set forth in RFA No.: DOES-OAIT/MBSYEP 2020 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-OAIT/MBSYEP 2020, this NOGA and the attached proposal.

A. Grant Funding Amount

DOES determines the grant amount based on current funding availability and the number and quality of submissions.

B. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the NOGA. There are three (3) payment categories listed below each representing a specific percentage of the total grant amount:

Payment 1: Base Payment: (30%)

The base payment is contingent upon successful completion of the following:

1. DOES Virtual Orientation Meeting
2. Security Awareness Training (PII)
3. Completion of MBSYEP Host Application and Host Agreement
4. Suitability Check (Background Check)
5. Attend Host Employer Orientation
6. Attend Host Time-Keeper Training

The maximum amount that can be invoiced for payment #1 is \$30,000.00.

Payment 2: (30%)

This payment will be issued on a monthly cost reimbursement basis until the end of the grant period. Each month's payout will be determined by the eligible expenses and documentation provided by the Grantee. The maximum amount that can be invoiced for payment #2 is \$30,000.00

1. Submission of all weekly time and attendance records
2. Submission of Performance Reports
3. Submission of Expense Reports
4. Submission of quarterly Language Access Reports



Payment 3: (40%)

This payment will be issued on a per participant rate of \$533.33 which will be contingent upon submission of an original copy of the earned credential and placement of 75 participants the maximum amount that can be invoiced for payment #3 is \$40,000.00.

This payment is based on a per participant rate as follows:

<u>Number of Participant</u>	<u>Rate Per Participant</u>
1-50	\$533.33
51-75	\$533.34

If the Grantee does not comply with the NOGA, applicable federal and District laws and regulations, the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

C. E-Invoices

Grantees must submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov> . If your organization is not a registered user on the portal, the site will walk you through the steps for registering. All Grantees are required to register on the vendor portal prior to submitting an invoice. If you have any questions, you can contact the E-Invoicing Support Desk at (202) 741 – 5200 or at dcvendorportal@dc.gov

D. Anti-Deficiency Considerations

The Grantee must acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 , (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

V. MONITORING

DOES staff is responsible for monitoring and evaluating the program, and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, the Grantee is required to provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine the Grantee's level of compliance with federal and/or District requirements and to identify specifically whether the Grantee's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal

and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of Grantee's normal course of programs and activities. Special onsite reviews may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Special reviews may result in corrective action. A special review could lead to an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

VI. COMPLIANCE

Grantee must be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. Grantee cannot be listed on any federal or local excluded parties list.

Grantees shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials created as a part of this program and funded by DOES.

In accordance with Title VI of the Civil Rights Act of 1964, as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, disability, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, genetic information, disability, matriculation, political affiliation, source of income, status as a victim of an intrafamily offense, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

Grantee is required to collect data regarding contact with Limited English Proficient (LEP) and Non-English Proficient (NEP) customers and report this data to DOES Language Access Coordinator and program point-of-contact on a quarterly basis, using the Language Access Program Reporting System.

Grantee is required to provide interpretation services and translation of vital documents to LEP/NEP customers. All translated materials must have DOES brand and be reported to the DOES Language Access Coordinator and the program point-of-contact on a quarterly basis using the Language Access Program Monthly Reporting System.

Grantee is required to train all personnel working on the project funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. The required language access training shall be approved by the DC Office of Human Rights. Grantee is required to report dates and attendees of the training to the DOES Language Access Coordinator and program point-of-contact on a quarterly basis, using the Language Access Program Monthly Reporting System.

If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the Grantee to ensure compliance.

The Grantee shall comply with all the applicable District and Federal statutes and regulations as may be amended from time to time including the below list.

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion)
- Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.
- Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20
- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01 et seq.
- Universal Paid Leave Act, D.C. Official Code § 32-541.01 et seq.

VII. CONFIDENTIALITY OF RECORDS

DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. Grantee must demonstrate an ability to maintain the confidentiality of information. Specifically, the Grantee must agree to and abide by the following conditions:

1. Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.

2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All program staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their families. The Grantee shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all program staff and volunteers who will be working on the program.

VIII. Additional Requirements

1. Indemnification Clause

The Grantee agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from, arising out of, or in any way connected to activities or work performed by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

The Grantee assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the NOGA. The Grantee shall also repair or replace any District property that is damaged by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Grantee where the underlying claim arises from the conduct, action, or omission of the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

2. Insurance

- A. GENERAL REQUIREMENTS. The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no

event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

- l. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or

destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

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

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

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

3. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this NOGA and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
4. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.



B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

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

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

F. 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.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

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

The Government of the District of Columbia

And email to the attention of:

Demetries McArthur Saunders, Grants Specialist
Department of Employment Services



demetries.saunders@dc.gov

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

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

List of Attachments:

1. Application Submitted for RFA No.: DOES-OAIT/MBSYEP 2020
2. Program Description for Virtual Training



SIGNATURES

NOGA: DOES-2020 OAIT/MBSYEP Pre-Apprenticeship Intermediary Initiative

Grantee: The Washington Literacy Center

Federal Tax ID Number: [REDACTED]

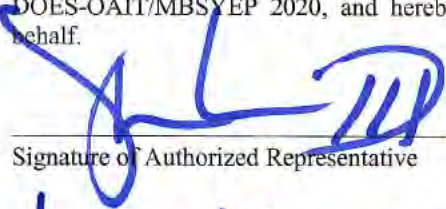
Grant Amount: \$100,000.00

Authorized Representative Name: Jimmie Williams

Authorized Representative Title: President

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the terms of this NOGA: DOES-2020 OAIT/MBSYEP Pre-Apprenticeship Intermediary Initiative, the attached scope of services or program description submitted in response to RFA No.: DOES-OAIT/MBSYEP 2020, and that the statements and certifications included in this NOGA are true and accurate.

On behalf of Grantee, I understand and agree to the terms and conditions of this NOGA and RFA No.: DOES-OAIT/MBSYEP 2020, and hereby certify my authority to execute this NOGA on Grantee's behalf.



Signature of Authorized Representative

Date

9 JUNE 2020

JIMMIE WILLIAMS
Printed Name of Authorized RepresentativePresident & CEO
Title of Authorized Representative

To Be Completed By The District of Columbia:


Nicole Chapple
Department of Employment Services
Grant Officer

06/10/2020

Date

Department of Employment Services
Washington Literacy Center
DOES-OAITI/MBSYEP 2020

FIRST MODIFICATION OF NOGA

NOGA No: **DOES-2020 OAIT/MBSYEP Pre-Apprenticeship Intermediary Initiative**

Effective Date: August 3, 2020

Issued by: Department of Employment Services
 4058 Minnesota Avenue, NE
 Washington, DC 20019

Grantee: Washington Literacy Center

Grantee Federal Tax ID Number: [REDACTED]

Description of First Modification:

This first modification of NOGA No.: **DOES-2020 OAIT/MBSYEP Pre-Apprenticeship Intermediary Initiative** establishes a \$10,000.00 increase to the authorized budget of \$100,000.00, thereby increasing the authorized budget to 110,000.00. The increase funding will be used to provide an additional 2 weeks of services.

The following modifications are made to NOGA No.: **DOES-2020 OAIT/MBSYEP Pre Apprenticeship Intermediary Initiative**

- Grant Award Amount:

This modification increases the grant award amount from \$100,000.00 to \$110,000.00.

Section II-C Reporting/Deliverables and Outcomes "Reporting" is modified as follows:

The required program deliverables for the target groups are described below and should be submitted in accordance with the timeline below.

Reporting Requirements	Method of Delivery	Frequency
Participant Roster	Via Host Portal / email	7 days prior to start of program
Initial Participant Assessment Report	Via email	1 week after enrollment into the program
Time and Attendance Report	Via email & TMS	Monday - Friday

Monthly Progress Report to include: Certification (Credential Attainment) Completion of Minority Youth 174 on-the-job training hours Pre and Post Test Assessment (Measurable Skills Gain) with Case Notes • Proof of Placement/Registered Apprenticeship Agreement	Via email	Monthly by the 5 th
Expenditure Report	Via email	Monthly by the 5th
Language Access Report	Via email	Quarterly
Completion spreadsheet that documents all participants who have satisfied all requirements of the program and engaged in certification and licensing exams which include the status of pass or fail.	Via email	At the end of the program
Close-Out Report	Via email	30 days after the end of the program
Program Reports	Via email	Week 7-8 Programming

- Section IV-B “Payment Schedule” is modified as follows:

Payment 1: Base Payment: (30%)

The base payment is contingent upon successful completion of the following:

1. DOES Virtual Orientation Meeting
2. Security Awareness Training (PII)
3. Completion of MBSYEP Host Application and Host Agreement
4. Suitability Check (Background Check)
5. Attend Host Employer Orientation
6. Attend Host Time-Keeper Training

The maximum amount that can be invoiced for payment #1 is \$30,000.00.

Payment 2: (30%)

This payment will be issued on a monthly cost reimbursement basis until the end of the grant period. Each month's payout will be determined by the eligible expenses and documentation provided by the Grantee. The maximum amount that can be invoiced for payment #2 is \$30,000.00

1. Submission of all weekly time and attendance records
2. Submission of Performance Reports
3. Submission of Expense Reports

4. Submission of quarterly Language Access Reports

Payment 3: (40%)

This payment will be issued on a per participant rate of \$533.33 which will be contingent upon submission of an original copy of the earned credential and placement of 75 participants the maximum amount that can be invoiced for payment #3 is \$40,000.00.

This payment is based on a per participant rate as follows:

<u>Number of Participant</u>	<u>Rate Per Participant</u>
1-50	\$533.33
51-75	\$533.34

Payment 4: (\$10,000)

Submission of week 7-8 program reports.

All other terms of the NOGA remain in effect.

On behalf of Grantee, I understand and agree to the terms and conditions of this First

Modification to NOGA No.: **DOES-2020 OAITI/MBSYEP Pre-Apprenticeship Intermediary**

Initiative and hereby certify my authority to execute this First Modification on Grantee's behalf.



 Signature of Grantee Authorized Representative

31 JULY 2020

 Date

JIMMIE WILLIAMS

 Printed Name of Grantee Authorized Representative

President & CEO

 Title of Grantee Authorized Representative

To Be Completed by the District of Columbia

Nicole Chapple

 Nicole Chapple
 Grant Officer
 Department of Employment Services

07/31/2020

 Effective Date



NOTICE OF GRANT AWARD (NOGA)

Information Page

RFA No.: DOES-FS-2020

NOGA No.: DOES-FS-2020-01

Grantee: D.O.L.L.S & DREAMS Inc.

Award Begin Date: August 6, 2020

Award End Date: September 30, 2020

Grant Award Amount: \$10,000.00

DOES Grant Officer Point of Contact Information:

Name: Nicole Chapple

Email: Nicole.chapple@dc.gov

Phone: 202-671-1900

DOES Grant Specialist Contact Information:

Name: LaShaun Basil

Email: lashaun.basil@dc.gov

Phone: 202-671-4128

DOES Performance Monitoring Point of Contact Information:

Name: Porscha Mills

Email: porscha.mills@dc.gov

Phone: 202-698-4125

DOES Program Office Point of Contact Information:

Name: Christina Brew

Email: christina.brew@dc.gov

Phone: 202-698-4125

Grantee Point of Contact Information:

Name: Remy Henderson

Email: info@dollsdreamsinc.org

Phone: 202-425-0702

Tax ID#/EIN: [REDACTED]

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-FS-2020-01 between DOES and D.O.L.L.S & DREAMS Inc. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50, and D.C. Code § 1-328.05, as amended.

I. BACKGROUND

DOES' mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. DOES provides a range of programs and services to job seekers and employers, including MBSYEP.

MBSYEP is a locally funded program administered by DOES OYP that provides District youth ages 14 to 24 with enriching and constructive summer work experiences through subsidized placements in the non-profit, private, and government sectors.

Through MBSYEP, DOES strives to provide youth with the opportunity to:

1. Earn money and gain meaningful work experience;
2. Learn and develop the skills, attitudes, and commitment necessary to succeed in today's world of work;
3. Gain exposure to various exciting career industries; and
4. Interact with dynamic working professionals in a positive work environment.

Though MBSYEP is a short-term employment and training program, our goal is to introduce our youth to employers who will positively impact their futures. Employers in the Washington, DC, metropolitan area makes this annual program possible by volunteering to serve as Host Employers and providing structured job opportunities for youth during the summer.

II. SCOPE

The Department of Employment Services, Office of Youth Programs (OYP) is seeking grantees to provide follow-up services to DC youth between the ages of 14 and 17 that participated in the 2020 Marion Barry Summer Youth Employment Program (MBSYEP).

A. Pre-Program Requirements

1. Prior to the start of the program, Grantee must successfully complete:
 - a. DOES technical site visit inspection;
 - b. DOES Virtual Orientation;
 - c. All DOES mandatory meetings

B. Program Requirements

Grantee must successfully complete the following during the period of performance:

- a) The grantee shall provide monthly progress reports documenting the progress and attendance of all participants enrolled in the program.
- b) At the end of the program, the grantee shall provide a program completion spreadsheet that documents all participants who have satisfied all requirements for the program.
- c) The grantee shall collect and report statistical information as requested by DOES, including individual-level data on enrollment, participant demographics, specific services provided, and participation in workshops and other programs specific related activities and outcomes.
- d) Grantees will be required to participate in ongoing monitoring and evaluation activities led by DOES designated evaluator. These may include technical/virtual site visits, surveys, interviews, focus groups, administrative records review, and other data collection and evaluation strategies.
- e) Collect data regarding contact with Limited English Proficient (LEP) and Non-English Proficient (NEP) participants and report this data to DOES Language Access Coordinator on a quarterly basis.
- f) Provide interpretation services and translation of vital documents to LEP/NEP customers. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- g) Incorporate the provided DOES logos, taglines, identifiers, and/or other branding on all products, programs, activities, services, resources, and related property and materials funded by DOES.
- h) Attend and comply with all DOES meetings, onboarding trainings, requests, etc.

C. Reporting/Deliverables

The required program reports and deliverables are described below and shall be submitted to Program Point of Contact and Grant Specialist identified on the Information Page via email in accordance with the below timeline.

Deliverables

In addition to the milestones and outcomes, the grantee must provide the following deliverables:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Sign-in Sheets	1	Via email	Weekly

Item 2	Work Plan	1	Via email	Upon award
Item 3	Customer Service Survey	1	Via email	9/1/2020

Reports

In addition to the milestones and outcomes, the grantee must provide the following reports:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Program Performance Report	1	Via email	September 30, 2020
Item 2	Monthly Status Report	1	Via email	Monthly by the 10th of the subsequent month
Item 3	Monthly Expenditure Report	1	Via email	Monthly by the 10th of the subsequent month
Item 4	Closeout Report	1	Via email	30 days after the grant end date
Item 5	LEP/NEP Report	1	Via email	Quarterly

DOES will have sole ownership and control of all created materials created, information gathered deliverables. The Grantee must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

D. Changes to Scope

Any changes to the scope and/or grant funding must be approved in writing by the Grant Monitor designated in this NOGA, and the Grant Officer and/or the DOES Director. The Grantee shall submit written notice of any changes in programming, staffing and site location within twenty-four (24) hours of the change. Any programming, staffing or site location changes must be approved by DOES, prior to the proposed change.

PERIOD OF PERFORMANCE

The Follow-up Service Grant will operate from the date of award through September 30, 2020.

A. Option Years

DOES reserves the sole right to exercise four option years beyond the original period of performance, contingent upon the availability of funding and satisfactory performance from the Grantee. The funding amount for the option year will be determined by DOES and all terms and requirements of the original grant will apply unless modified by DOES. Any modifications to the NOGA shall occur, prior to the termination or expiration of the NOGA.

III. GRANT FUNDING

Funds for this Grant are provided by DOES. This program was designed by the Grantee, based on the requirements provided and approved by DOES. Grantee will be subject to requirements set forth in RFA No.: DOES-FS-2020 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-FS-2020, this NOGA and the attached proposal.

Grant Funding Amount

The grant amount is determined by the issuing DOES office or department and current funding availability.

A. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the NOGA. There are two (2) payment categories listed below each representing a specific percentage of the total grant amount:

Payment 1: Base Payment: (50%)

The base payment is contingent on successful completion of the following:

- Virtual Orientation
- Work Plan

Payment 2: (50%)

In order to receive payment grantee must submit the following:

- Sign-in Sheets
- Attestation of customer experience survey results

If the grantee does not comply with the NOGA, applicable federal and District laws and regulations, then the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

Grantees shall submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov>. If your organization is not a registered user on the portal, the site will walk you through the steps for registering. Grantees are required to register on the vendor portal, prior to submitting an invoice. If you have any questions, you can contact the E-Invoicing Support Desk at (202) 741 – 5200 or at dcvendorportal@dc.gov.

B. Anti-Deficiency Considerations

The Grantee shall acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349,

1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

IV. MONITORING

DOES staff is responsible for monitoring and evaluating the program and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, Grantee shall provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine Grantee's level of compliance with federal and/or District requirements and to identify specifically whether Grantee's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of Grantee's normal course of programs and activities. Monitoring may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Monitoring may result in corrective action. Monitoring could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

V. COMPLIANCE

Grantee shall be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. Grantee cannot be listed on any federal or local excluded parties list.

Grantees shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials, created as a part of this program and funded by DOES.

In accordance with Title VI of the Civil Rights Act of 1964, as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

Grantee shall train all personnel working on the program funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. The required language access training shall be approved by the DC Office of Human Rights. Grantee is required to report dates and attendees of the training to the DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Monthly Reporting System.

If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the Grantee to ensure compliance.

The Grantee shall comply with all the applicable District and Federal statutes and regulations, as may be amended from time to time, including the below list.

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion)
- Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.
- Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20
- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01
- Universal Paid Leave Act, D.C. Official Code § 32-541.01 et seq.

A. Confidentiality of Records

DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. Grantee must demonstrate an ability to maintain the confidentiality of information. Specifically, the Grantee must agree to and abide by the following conditions.

1. Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.

2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All program staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their families. Grantee shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all program staff and volunteers who will be working on the program.

B. Additional Requirements

1. Indemnification Clause

The Grantee agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from, arising out of, or in any way connected to activities or work performed by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

The Grantee assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the NOGA. The Grantee shall also repair or replace any District property that is damaged by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Grantee where the underlying claim arises from the conduct, action, or omission of the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

2. Insurance

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

Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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

and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance

or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

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

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

F. 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.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

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

The Government of the District of Columbia

And mailed to the attention of:

LaShaun N. Basil

Grant Specialist

(202) 671-4128

Lashaun.basil@dc.gov

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

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

List of Attachments:

- a. Proposal Submitted for RFA No.: DOES-FS-2020
- b. RFA No.: DOES-FS-2020

SIGNATURES

NOGA: DOES-FS-2020-01

Grantee: Dolls & Dreams, Inc.

Federal Tax ID Number:

Grant Amount: \$10,000.00

Authorized Representative Name: Remy Henderson

Authorized Representative Title: Executive Director

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the terms of NOGA: DOES-FS-2020-01 the attached proposal submitted in response to RFA No.: DOES-FS-2020 and that the statements and certifications included in this NOGA are true and accurate.

On behalf of Grantee, I understand and agree to the terms and conditions of this NOGA and RFA No.: RFA No.: DOES-FS-2020 and hereby certify my authority to execute this NOGA on Grantee's behalf

August 12, 2020
Signa itive Date

Remy Henderson

Printed Name of Authorized Representative

Executive Director

Title of Authorized Representative

To Be Completed by The District of Columbia:

Nicole Chapple
Nicole Chapple
Department of Employment Services
Grant Officer

Digitally signed by Nicole Chapple
DN: cn=Nicole Chapple, o=Department of
Employment Services, ou=Chief Operating Officer,
email=nicole.chapple@dc.gov, c=US
Date: 2008.08.12 13:57:55 -04'00'

08/12/2020

Date _____

**NOTICE OF GRANT AWARD (NOGA)**

Information Page

RFA No.: DOES-FS-2020NOGA No.: DOES-FS-2020-02Grantee: Technology PlaygroundAward Begin Date: August 6, 2020Award End Date: September 30, 2020Grant Award Amount: \$10,000.00DOES Grant Officer Point of Contact Information:**Name:** Nicole Chapple**Email:** Nicole.chapple@dc.gov**Phone:** 202-671-1900DOES Grant Specialist Contact Information:**Name:** LaShaun Basil**Email:** lashaun.basil@dc.gov**Phone:** 202-671-4128DOES Performance Monitoring Point of Contact Information:**Name:** Porscha Mills**Email:** porscha.mills@dc.gov**Phone:** 202-698-4125DOES Program Office Point of Contact Information:**Name:** Christina Brew**Email:** christina.brew@dc.gov**Phone:** 202-698-4125Grantee Point of Contact Information:**Name:** Lonell Johnson**Email:** lonellj@techplay.org**Phone:** 202-359-1269**Tax ID#/EIN:** [REDACTED]

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No. DOES-FS-2020-02 between DOES and Technology Playground. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50, and D.C. Code § 1-328.05, as amended.

I. BACKGROUND

DOES' mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. DOES provides a range of programs and services to job seekers and employers, including MBSYEP.

MBSYEP is a locally funded program administered by DOES OYP that provides District youth ages 14 to 24 with enriching and constructive summer work experiences through subsidized placements in the non-profit, private, and government sectors.

Through MBSYEP, DOES strives to provide youth with the opportunity to:

1. Earn money and gain meaningful work experience;
2. Learn and develop the skills, attitudes, and commitment necessary to succeed in today's world of work;
3. Gain exposure to various exciting career industries; and
4. Interact with dynamic working professionals in a positive work environment.

Though MBSYEP is a short-term employment and training program, our goal is to introduce our youth to employers who will positively impact their futures. Employers in the Washington, DC, metropolitan area makes this annual program possible by volunteering to serve as Host Employers and providing structured job opportunities for youth during the summer.

II. SCOPE

The Department of Employment Services, Office of Youth Programs (OYP) is seeking grantees to provide follow-up services to DC youth between the ages of 14 and 17 that participated in the 2020 Marion Barry Summer Youth Employment Program (MBSYEP).

A. Pre-Program Requirements

- I. Prior to the start of the program, Grantee must successfully complete:
 - a. DOES technical site visit inspection;
 - b. DOES Virtual Orientation;
 - c. All DOES mandatory meetings

B. Program Requirements

Grantee must successfully complete the following during the period of performance:

- a) The grantee shall provide monthly progress reports documenting the progress and attendance of all participants enrolled in the program.
- b) At the end of the program, the grantee shall provide a program completion spreadsheet that documents all participants who have satisfied all requirements for the program.
- c) The grantee shall collect and report statistical information as requested by DOES, including individual-level data on enrollment, participant demographics, specific services provided, and participation in workshops and other programs specific related activities and outcomes.
- d) Grantees will be required to participate in ongoing monitoring and evaluation activities led by DOES designated evaluator. These may include technical/virtual site visits, surveys, interviews, focus groups, administrative records review, and other data collection and evaluation strategies.
- e) Collect data regarding contact with Limited English Proficient (LEP) and Non-English Proficient (NEP) participants and report this data to DOES Language Access Coordinator on a quarterly basis.
- f) Provide interpretation services and translation of vital documents to LEP/NEP customers. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- g) Incorporate the provided DOES logos, taglines, identifiers, and/or other branding on all products, programs, activities, services, resources, and related property and materials funded by DOES.
- h) Attend and comply with all DOES meetings, onboarding trainings, requests, etc.

C. Reporting/Deliverables

The required program reports and deliverables are described below and shall be submitted to Program Point of Contact and Grant Specialist identified on the Information Page via email in accordance with the below timeline:

Deliverables

In addition to the milestones and outcomes, the grantee must provide the following deliverables:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Sign-in Sheets	1	Via email	Weekly



Item 2	Work Plan	1	Via email	Upon award
Item 3	Customer Service Survey	1	Via email	9/1/2020

Reports

In addition to the milestones and outcomes, the grantee must provide the following reports:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Program Performance Report	1	Via email	September 30, 2020
Item 2	Monthly Status Report	1	Via email	Monthly by the 10th of the subsequent month
Item 3	Monthly Expenditure Report	1	Via email	Monthly by the 10th of the subsequent month
Item 4	Closeout Report	1	Via email	30 days after the grant end date
Item 5	LEP/NEP Report	1	Via email	Quarterly

DOES will have sole ownership and control of all created materials created, information gathered deliverables. The Grantee must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

D. Changes to Scope

Any changes to the scope and/or grant funding must be approved in writing by the Grant Monitor designated in this NOGA, and the Grant Officer and/or the DOES Director. The Grantee shall submit written notice of any changes in programming, staffing and site location within twenty-four (24) hours of the change. Any programming, staffing or site location changes must be approved by DOES, prior to the proposed change.

PERIOD OF PERFORMANCE

The Follow-up Service Grant will operate from the date of award through September 30, 2020

A. Option Years

DOES reserves the sole right to exercise four option years beyond the original period of performance, contingent upon the availability of funding and satisfactory performance from the Grantee. The funding amount for the option year will be determined by DOES and all terms and requirements of the original grant will apply unless modified by DOES. Any modifications to the NOGA shall occur, prior to the termination or expiration of the NOGA.

III. GRANT FUNDING

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Funds for this Grant are provided by DOES. This program was designed by the Grantee, based on the requirements provided and approved by DOES. Grantee will be subject to requirements set forth in RFA No.: DOES-FS-2020 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-FS-2020, this NOGA and the attached proposal.

Grant Funding Amount

The grant amount is determined by the issuing DOES office or department and current funding availability.

A. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the NOGA. There are two (2) payment categories listed below each representing a specific percentage of the total grant amount.

Payment 1: Base Payment: (50%)

The base payment is contingent on successful completion of the following:

- Virtual Orientation
- Work Plan

Payment 2: (50%)

In order to receive payment grantee must submit the following:

- Sign-in Sheets
- Attestation of customer experience survey results

If the grantee does not comply with the NOGA, applicable federal and District laws and regulations, then the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

Grantees shall submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov>. If your organization is not a registered user on the portal, the site will walk you through the steps for registering. Grantees are required to register on the vendor portal, prior to submitting an invoice. If you have any questions, you can contact the E Invoicing Support Desk at (202) 741 – 5200 or at dcvendorportal@dc.gov.

B. Anti-Deficiency Considerations

The Grantee shall acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349,



(35), (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

IV. MONITORING

DOES staff is responsible for monitoring and evaluating the program and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, Grantee shall provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine Grantee's level of compliance with federal and/or District requirements and to identify specifically whether Grantee's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of Grantee's normal course of programs and activities. Monitoring may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Monitoring may result in corrective action. Monitoring could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

V. COMPLIANCE

Grantee shall be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. Grantee cannot be listed on any federal or local excluded parties list.

Grantees shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials, created as a part of this program and funded by DOES.

In accordance with Title VI of the Civil Rights Act of 1964, as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

Grantee shall train all personnel working on the program funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. The required language access training shall be approved by the DC Office of Human Rights. Grantee is required to report dates and attendees of the training to the DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Monthly Reporting System.

If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the Grantee to ensure compliance.

The Grantee shall comply with all the applicable District and Federal statutes and regulations, as may be amended from time to time, including the below list.

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion)
- Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.
- Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20
- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01
- Universal Paid Leave Act, D.C. Official Code § 32-541.01 et seq.

A. Confidentiality of Records

DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. Grantee must demonstrate an ability to maintain the confidentiality of information. Specifically, the Grantee must agree to and abide by the following conditions:

1. Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.



2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All program staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their families. Grantee shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all program staff and volunteers who will be working on the program.

B. Additional Requirements

1. Indemnification Clause

The Grantee agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from, arising out of, or in any way connected to activities or work performed by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

The Grantee assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the NOGA. The Grantee shall also repair or replace any District property that is damaged by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Grantee where the underlying claim arises from the conduct, action, or omission of the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

2. Insurance

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

Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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

and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

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

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance

(a) reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

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

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

F. 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.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

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

The Government of the District of Columbia

And mailed to the attention of:

LaShaun N. Basil

Grant Specialist

(202) 671-4128

Lashaun.basil@dc.gov

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

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

List of Attachments:

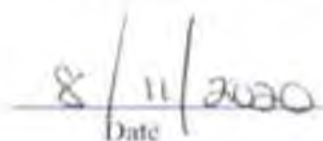
- a. Proposal Submitted for RFA No.: DOES-FS-2020
- b. RFA No.: DOES-FS-2020

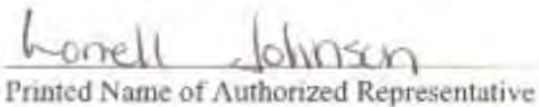
SIGNATURES**NOGA:** DOES-FS-2020-02**Grantee:** Technology Playground**Federal Tax ID Number:** [REDACTED]**Grant Amount:** \$10,000.00**Authorized Representative Name:** Lonell Johnson**Authorized Representative Title:** President

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the terms of NOGA: DOES-FS-2020-02 the attached proposal submitted in response to RFA No.: DOES-FS-2020 and that the statements and certifications included in this NOGA are true and accurate.

On behalf of Grantee, I understand and agree to the terms and conditions of this NOGA and RFA No.: RFA No.: DOES-FS-2020 and hereby certify my authority to execute this NOGA on Grantee's behalf.


Signature of Authorized Representative


Date


Printed Name of Authorized Representative


Title of Authorized Representative

To Be Completed by The District of Columbia:**Nicole Chapple**

Digitally signed by Nicole Chapple
DN: cn=Nicole Chapple, o=Department of
Employment Services, ou=Chief Operating
Officer, email=nicole.chapple@dc.gov, c=US
Date: 2020.08.12 13:58:54 -0400

08/12/2020

Nicole Chapple
Department of Employment Services
Grant Officer

Date





NOTICE OF GRANT AWARD (NOGA)

Information Page

RFA No.: DOES-FS-2020

NOGA No.: DOES-FS-2020-03

Grantee: Youth Entrepreneur Institute

Award Begin Date: August 6, 2020

Award End Date: September 30, 2020

Grant Award Amount: \$10,000.00

DOES Grant Officer Point of Contact Information:

Name: Nicole Chapple

Email: Nicole.chapple@dc.gov

Phone: 202-671-1900

DOES Grant Specialist Contact Information:

Name: LaShaun Basil

Email: lashaun.basil@dc.gov

Phone: 202-671-4128

DOES Performance Monitoring Point of Contact Information:

Name: Porscha Mills

Email: porscha.mills@dc.gov

Phone: 202-698-4125

DOES Program Office Point of Contact Information:

Name: Christina Brew

Email: christina.brew@dc.gov

Phone: 202-698-4125

Grantee Point of Contact Information:

Name: Tacharna Crump

Email: tcrump@yeidc.org

Phone: 202-930-7574

Tax ID#/EIN: [REDACTED]

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-FS-2020-03 between DOES and Youth Entrepreneur Institute. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50, and D.C. Code § 1-328.05, as amended.

I. BACKGROUND

DOES' mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. DOES provides a range of programs and services to job seekers and employers, including MBSYEP.

MBSYEP is a locally funded program administered by DOES OYP that provides District youth ages 14 to 24 with enriching and constructive summer work experiences through subsidized placements in the non-profit, private, and government sectors.

Through MBSYEP, DOES strives to provide youth with the opportunity to:

1. Earn money and gain meaningful work experience;
2. Learn and develop the skills, attitudes, and commitment necessary to succeed in today's world of work;
3. Gain exposure to various exciting career industries; and
4. Interact with dynamic working professionals in a positive work environment.

Though MBSYEP is a short-term employment and training program, our goal is to introduce our youth to employers who will positively impact their futures. Employers in the Washington, DC, metropolitan area makes this annual program possible by volunteering to serve as Host Employers and providing structured job opportunities for youth during the summer.

II. SCOPE

The Department of Employment Services, Office of Youth Programs (OYP) is seeking grantees to provide follow-up services to DC youth between the ages of 14 and 17 that participated in the 2020 Marion Barry Summer Youth Employment Program (MBSYEP).

A. Pre-Program Requirements

1. Prior to the start of the program, Grantee must successfully complete:
 - a. DOES technical site visit inspection;
 - b. DOES Virtual Orientation;
 - c. All DOES mandatory meetings

B. Program Requirements

Grantee must successfully complete the following during the period of performance:

- a) The grantee shall provide monthly progress reports documenting the progress and attendance of all participants enrolled in the program.
- b) At the end of the program, the grantee shall provide a program completion spreadsheet that documents all participants who have satisfied all requirements for the program.
- c) The grantee shall collect and report statistical information as requested by DOES, including individual-level data on enrollment, participant demographics, specific services provided, and participation in workshops and other programs specific related activities and outcomes.
- d) Grantees will be required to participate in ongoing monitoring and evaluation activities led by DOES designated evaluator. These may include technical/virtual site visits, surveys, interviews, focus groups, administrative records review, and other data collection and evaluation strategies.
- e) Collect data regarding contact with Limited English Proficient (LEP) and Non-English Proficient (NEP) participants and report this data to DOES Language Access Coordinator on a quarterly basis.
- f) Provide interpretation services and translation of vital documents to LEP/NEP customers. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- g) Incorporate the provided DOES logos, taglines, identifiers, and/or other branding on all products, programs, activities, services, resources, and related property and materials funded by DOES.
- h) Attend and comply with all DOES meetings, onboarding trainings, requests, etc.

C. Reporting/Deliverables

The required program reports and deliverables are described below and shall be submitted to Program Point of Contact and Grant Specialist identified on the Information Page via email in accordance with the below timeline.

Deliverables

In addition to the milestones and outcomes, the grantee must provide the following deliverables:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Sign-in Sheets	1	Via email	Weekly

Item 2	Work Plan	1	Via email	Upon award
Item 3	Customer Service Survey	1	Via email	9/1/2020

Reports

In addition to the milestones and outcomes, the grantee must provide the following reports:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Program Performance Report	1	Via email	September 30, 2020
Item 2	Monthly Status Report	1	Via email	Monthly by the 10th of the subsequent month
Item 3	Monthly Expenditure Report	1	Via email	Monthly by the 10th of the subsequent month
Item 4	Closeout Report	1	Via email	30 days after the grant end date
Item 5	LEP/NEP Report	1	Via email	Quarterly

DOES will have sole ownership and control of all created materials created, information gathered deliverables. The Grantee must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

D. Changes to Scope

Any changes to the scope and/or grant funding must be approved in writing by the Grant Monitor designated in this NOGA, and the Grant Officer and/or the DOES Director. The Grantee shall submit written notice of any changes in programming, staffing and site location within twenty-four (24) hours of the change. Any programming, staffing or site location changes must be approved by DOES, prior to the proposed change.

PERIOD OF PERFORMANCE

The Follow-up Service Grant will operate from the date of award through September 30, 2020.

A. Option Years

DOES reserves the sole right to exercise four option years beyond the original period of performance, contingent upon the availability of funding and satisfactory performance from the Grantee. The funding amount for the option year will be determined by DOES and all terms and requirements of the original grant will apply unless modified by DOES. Any modifications to the NOGA shall occur, prior to the termination or expiration of the NOGA.

III. GRANT FUNDING

Funds for this Grant are provided by DOES. This program was designed by the Grantee, based on the requirements provided and approved by DOES. Grantee will be subject to requirements set forth in RFA No.: DOES-FS-2020 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-FS-2020, this NOGA and the attached proposal.

Grant Funding Amount

The grant amount is determined by the issuing DOES office or department and current funding availability.

A. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the NOGA. There are two (2) payment categories listed below each representing a specific percentage of the total grant amount:

Payment 1: Base Payment: (50%)

The base payment is contingent on successful completion of the following:

- Virtual Orientation
- Work Plan

Payment 2: (50%)

In order to receive payment grantee must submit the following:

- Sign-in Sheets
- Attestation of customer experience survey results

If the grantee does not comply with the NOGA, applicable federal and District laws and regulations, then the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

Grantees shall submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov>. If your organization is not a registered user on the portal, the site will walk you through the steps for registering. Grantees are required to register on the vendor portal, prior to submitting an invoice. If you have any questions, you can contact the E-Invoicing Support Desk at (202) 741 – 5200 or at dcvendorportal@dc.gov.

B. Anti-Deficiency Considerations

The Grantee shall acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349,

1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

IV. MONITORING

DOES staff is responsible for monitoring and evaluating the program and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, Grantee shall provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine Grantee's level of compliance with federal and/or District requirements and to identify specifically whether Grantee's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of Grantee's normal course of programs and activities. Monitoring may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Monitoring may result in corrective action. Monitoring could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

V. COMPLIANCE

Grantee shall be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. Grantee cannot be listed on any federal or local excluded parties list.

Grantees shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials, created as a part of this program and funded by DOES.

In accordance with Title VI of the Civil Rights Act of 1964, as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

Grantee shall train all personnel working on the program funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. The required language access training shall be approved by the DC Office of Human Rights. Grantee is required to report dates and attendees of the training to the DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Monthly Reporting System.

If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the Grantee to ensure compliance.

The Grantee shall comply with all the applicable District and Federal statutes and regulations, as may be amended from time to time, including the below list.

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion)
- Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
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- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
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- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01
- Universal Paid Leave Act, D.C. Official Code § 32-541.01 et seq.

A. Confidentiality of Records

DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. Grantee must demonstrate an ability to maintain the confidentiality of information. Specifically, the Grantee must agree to and abide by the following conditions.

1. Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.

2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All program staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their families. Grantee shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all program staff and volunteers who will be working on the program.

B. Additional Requirements

1. Indemnification Clause

The Grantee agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the “District”) from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys’ fees), resulting from, arising out of, or in any way connected to activities or work performed by the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

The Grantee assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the NOGA. The Grantee shall also repair or replace any District property that is damaged by the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Grantee where the underlying claim arises from the conduct, action, or omission of the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

2. Insurance

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

Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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

and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance

or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

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

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

F. 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.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

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

The Government of the District of Columbia

And mailed to the attention of:

LaShaun N. Basil

Grant Specialist

(202) 671-4128

Lashaun.basil@dc.gov

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

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

List of Attachments:

- a. Proposal Submitted for RFA No.: DOES-FS-2020
- b. RFA No.: DOES-FS-2020

SIGNATURES**NOGA:** DOES-FS-2020-03**Grantee:** Youth Entrepreneur Institute**Federal Tax ID Number:** [REDACTED]**Grant Amount:** \$10,000.00**Authorized Representative Name:** Tacharna Crump**Authorized Representative Title:** Executive Director

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the terms of NOGA: DOES-FS-2020-03 the attached proposal submitted in response to RFA No.: DOES-FS-2020 and that the statements and certifications included in this NOGA are true and accurate.

On behalf of Grantee, I understand and agree to the terms and conditions of this NOGA and RFA No.: RFA No.: DOES-FS-2020 and hereby certify my authority to execute this NOGA on Grantee's behalf.

 DocuSigned by:
Tacharna Crump
132CAA36C5504FF...
Signature of Authorized Representative

8/11/2020
Date


Tacharna Crump

Printed Name of Authorized Representative

Executive Director

Title of Authorized Representative

To Be Completed by The District of Columbia:

 Digitally signed by Nicole Chapple
DN: cn=Nicole Chapple, o=Department of
Employment Services, ou=Chief Operating Officer,
email=nicole.chapple@dc.gov, c=US
Date: 2020.08.12 13:56:36 -0400

Nicole Chapple
Department of Employment Services
Grant Officer

08/12/2020
Date



NOTICE OF GRANT AWARD (NOGA)

Information Page

RFA No.: DOES-FS-2020

NOGA No.: DOES-FS-2020-04

Grantee: The Wealth Factory, Inc.

Award Begin Date: August 6, 2020

Award End Date: September 30, 2020

Grant Award Amount: \$10,000.00

DOES Grant Officer Point of Contact Information:

Name: Nicole Chapple

Email: Nicole.chapple@dc.gov

Phone: 202-671-1900

DOES Grant Specialist Contact Information:

Name: LaShaun Basil

Email: lashaun.basil@dc.gov

Phone: 202-671-4128

DOES Performance Monitoring Point of Contact Information:

Name: Porscha Mills

Email: porscha.mills@dc.gov

Phone: 202-698-4125

DOES Program Office Point of Contact Information:

Name: Christina Brew

Email: christina.brew@dc.gov

Phone: 202-698-4125

Grantee Point of Contact Information:

Name: Jacob Crane

Email: Jacob@getwealthylife.com

Phone: 817-713-9039

Tax ID#/EIN: [REDACTED]

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-FS-2020-04 between DOES and The Wealthy Factory, Inc. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50, and D.C. Code § 1-328.05, as amended.

I. BACKGROUND

DOES' mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. DOES provides a range of programs and services to job seekers and employers, including MBSYEP.

MBSYEP is a locally funded program administered by DOES OYP that provides District youth ages 14 to 24 with enriching and constructive summer work experiences through subsidized placements in the non-profit, private, and government sectors.

Through MBSYEP, DOES strives to provide youth with the opportunity to:

1. Earn money and gain meaningful work experience;
2. Learn and develop the skills, attitudes, and commitment necessary to succeed in today's world of work;
3. Gain exposure to various exciting career industries; and
4. Interact with dynamic working professionals in a positive work environment.

Though MBSYEP is a short-term employment and training program, our goal is to introduce our youth to employers who will positively impact their futures. Employers in the Washington, DC, metropolitan area makes this annual program possible by volunteering to serve as Host Employers and providing structured job opportunities for youth during the summer.

II. SCOPE

The Department of Employment Services, Office of Youth Programs (OYP) is seeking grantees to provide follow-up services to DC youth between the ages of 14 and 17 that participated in the 2020 Marion Barry Summer Youth Employment Program (MBSYEP).

A. Pre-Program Requirements

1. Prior to the start of the program, Grantee must successfully complete:
 - a. DOES technical site visit inspection;
 - b. DOES Virtual Orientation;
 - c. All DOES mandatory meetings

B. Program Requirements

Grantee must successfully complete the following during the period of performance:

- a) The grantee shall provide monthly progress reports documenting the progress and attendance of all participants enrolled in the program.
- b) At the end of the program, the grantee shall provide a program completion spreadsheet that documents all participants who have satisfied all requirements for the program.
- c) The grantee shall collect and report statistical information as requested by DOES, including individual-level data on enrollment, participant demographics, specific services provided, and participation in workshops and other programs specific related activities and outcomes.
- d) Grantees will be required to participate in ongoing monitoring and evaluation activities led by DOES designated evaluator. These may include technical/virtual site visits, surveys, interviews, focus groups, administrative records review, and other data collection and evaluation strategies.
- e) Collect data regarding contact with Limited English Proficient (LEP) and Non-English Proficient (NEP) participants and report this data to DOES Language Access Coordinator on a quarterly basis.
- f) Provide interpretation services and translation of vital documents to LEP/NEP customers. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- g) Incorporate the provided DOES logos, taglines, identifiers, and/or other branding on all products, programs, activities, services, resources, and related property and materials funded by DOES.
- h) Attend and comply with all DOES meetings, onboarding trainings, requests, etc.

C. Reporting/Deliverables

The required program reports and deliverables are described below and shall be submitted to Program Point of Contact and Grant Specialist identified on the Information Page via email in accordance with the below timeline.

Deliverables

In addition to the milestones and outcomes, the grantee must provide the following deliverables:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Sign-in Sheets	1	Via email	Weekly

Item 2	Work Plan	1	Via email	Upon award
Item 3	Customer Service Survey	1	Via email	9/1/2020

Reports

In addition to the milestones and outcomes, the grantee must provide the following reports:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Program Performance Report	1	Via email	September 30, 2020
Item 2	Monthly Status Report	1	Via email	Monthly by the 10th of the subsequent month
Item 3	Monthly Expenditure Report	1	Via email	Monthly by the 10th of the subsequent month
Item 4	Closeout Report	1	Via email	30 days after the grant end date
Item 5	LEP/NEP Report	1	Via email	Quarterly

DOES will have sole ownership and control of all created materials created, information gathered deliverables. The Grantee must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

D. Changes to Scope

Any changes to the scope and/or grant funding must be approved in writing by the Grant Monitor designated in this NOGA, and the Grant Officer and/or the DOES Director. The Grantee shall submit written notice of any changes in programming, staffing and site location within twenty-four (24) hours of the change. Any programming, staffing or site location changes must be approved by DOES, prior to the proposed change.

PERIOD OF PERFORMANCE

The Follow-up Service Grant will operate from the date of award through September 30, 2020.

A. Option Years

DOES reserves the sole right to exercise four option years beyond the original period of performance, contingent upon the availability of funding and satisfactory performance from the Grantee. The funding amount for the option year will be determined by DOES and all terms and requirements of the original grant will apply unless modified by DOES. Any modifications to the NOGA shall occur, prior to the termination or expiration of the NOGA.

III. GRANT FUNDING

Funds for this Grant are provided by DOES. This program was designed by the Grantee, based on the requirements provided and approved by DOES. Grantee will be subject to requirements set forth in RFA No.: DOES-FS-2020 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-FS-2020, this NOGA and the attached proposal.

Grant Funding Amount

The grant amount is determined by the issuing DOES office or department and current funding availability.

A. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the NOGA. There are two (2) payment categories listed below each representing a specific percentage of the total grant amount:

Payment 1: Base Payment: (50%)

The base payment is contingent on successful completion of the following:

- Virtual Orientation
- Work Plan

Payment 2: (50%)

In order to receive payment grantee must submit the following:

- Sign-in Sheets
- Attestation of customer experience survey results

If the grantee does not comply with the NOGA, applicable federal and District laws and regulations, then the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

Grantees shall submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov>. If your organization is not a registered user on the portal, the site will walk you through the steps for registering. Grantees are required to register on the vendor portal, prior to submitting an invoice. If you have any questions, you can contact the E-Invoicing Support Desk at (202) 741 – 5200 or at dcvendorportal@dc.gov.

B. Anti-Deficiency Considerations

The Grantee shall acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349,

1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

IV. MONITORING

DOES staff is responsible for monitoring and evaluating the program and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, Grantee shall provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine Grantee's level of compliance with federal and/or District requirements and to identify specifically whether Grantee's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of Grantee's normal course of programs and activities. Monitoring may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Monitoring may result in corrective action. Monitoring could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

V. COMPLIANCE

Grantee shall be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. Grantee cannot be listed on any federal or local excluded parties list.

Grantees shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials, created as a part of this program and funded by DOES.

In accordance with Title VI of the Civil Rights Act of 1964, as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

Grantee shall train all personnel working on the program funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. The required language access training shall be approved by the DC Office of Human Rights. Grantee is required to report dates and attendees of the training to the DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Monthly Reporting System.

If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the Grantee to ensure compliance.

The Grantee shall comply with all the applicable District and Federal statutes and regulations, as may be amended from time to time, including the below list.

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion)
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- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.
- Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20
- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01
- Universal Paid Leave Act, D.C. Official Code § 32-541.01 et seq.

A. Confidentiality of Records

DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. Grantee must demonstrate an ability to maintain the confidentiality of information. Specifically, the Grantee must agree to and abide by the following conditions.

1. Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.

2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All program staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their families. Grantee shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all program staff and volunteers who will be working on the program.

B. Additional Requirements

1. Indemnification Clause

The Grantee agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the “District”) from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys’ fees), resulting from, arising out of, or in any way connected to activities or work performed by the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

The Grantee assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the NOGA. The Grantee shall also repair or replace any District property that is damaged by the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Grantee where the underlying claim arises from the conduct, action, or omission of the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

2. Insurance

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

Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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

and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance

or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

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

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

F. 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.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

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

The Government of the District of Columbia

And mailed to the attention of:

LaShaun N. Basil

Grant Specialist

(202) 671-4128

Lashaun.basil@dc.gov

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

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

List of Attachments:

- a. Proposal Submitted for RFA No.: DOES-FS-2020
- b. RFA No.: DOES-FS-2020

SIGNATURES**NOGA:** DOES-FS-2020-04**Grantee:** The Wealthy Factory, Inc.**Federal Tax ID Number:** [REDACTED]**Grant Amount:** \$10,000.00**Authorized Representative Name:** Jacob Crane**Authorized Representative Title:** Chief of Staff

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the terms of NOGA: DOES-FS-2020-04 the attached proposal submitted in response to RFA No.: DOES-FS-2020 and that the statements and certifications included in this NOGA are true and accurate.

On behalf of Grantee, I understand and agree to the terms and conditions of this NOGA and RFA No.: RFA No.: DOES-FS-2020 and hereby certify my authority to execute this NOGA on Grantee's behalf.

Jacob A Crane
Signature of Authorized Representative

8/13/20
Date

Jacob Crane
Printed Name of Authorized Representative

Title of Authorized Representative

To Be Completed by The District of Columbia:

Nicole
Chapple
Nicole Chapple
Department of Employment Services
Grant Officer

Digitally signed by Nicole Chapple
DN: cn=Nicole Chapple,
o=Department of Employment
Services, ou=Chief Operating Officer,
email=nicole.chapple@dc.gov, c=US
Date: 2020.08.14 13:15:45 -04'00'

08/14/2020
Date

**NOTICE OF GRANT AWARD (NOGA)**

Information Page

RFA No.: DOES-FS-2020

NOGA No.: DOES-FS-2020-05

Grantee: Total Family Care Coalition

Award Begin Date: August 6, 2020

Award End Date: September 30, 2020

Grant Award Amount: \$10,000.00

DOES Grant Officer Point of Contact Information:

Name: Nicole Chapple

Email: Nicole.chapple@dc.gov

Phone: 202-671-1900

DOES Grant Specialist Contact Information:

Name: LaShaun Basil

Email: lashaun.basil@dc.gov

Phone: 202-671-4128

DOES Performance Monitoring Point of Contact Information:

Name: Porscha Mills

Email: porscha.mills@dc.gov

Phone: 202-698-4125

DOES Program Office Point of Contact Information:

Name: Christina Brew

Email: christina.brew@dc.gov

Phone: 202-698-4125

Grantee Point of Contact Information:

Name: Gail Avent

Email: totalfamilycarecoalition@gmail.com

Phone: 202-249-1000

Tax ID#/EIN: [REDACTED]

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-FS-2020-05 between DOES and Total Family Care Coalition. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50, and D.C. Code § 1-328.05, as amended.

I. BACKGROUND

DOES' mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. DOES provides a range of programs and services to job seekers and employers, including MBSYEP.

MBSYEP is a locally funded program administered by DOES OYP that provides District youth ages 14 to 24 with enriching and constructive summer work experiences through subsidized placements in the non-profit, private, and government sectors.

Through MBSYEP, DOES strives to provide youth with the opportunity to:

1. Earn money and gain meaningful work experience;
2. Learn and develop the skills, attitudes, and commitment necessary to succeed in today's world of work;
3. Gain exposure to various exciting career industries; and
4. Interact with dynamic working professionals in a positive work environment.

Though MBSYEP is a short-term employment and training program, our goal is to introduce our youth to employers who will positively impact their futures. Employers in the Washington, DC, metropolitan area makes this annual program possible by volunteering to serve as Host Employers and providing structured job opportunities for youth during the summer.

II. SCOPE

The Department of Employment Services, Office of Youth Programs (OYP) is seeking grantees to provide follow-up services to DC youth between the ages of 14 and 17 that participated in the 2020 Marion Barry Summer Youth Employment Program (MBSYEP).

A. Pre-Program Requirements

1. Prior to the start of the program, Grantee must successfully complete:
 - a. DOES technical site visit inspection;
 - b. DOES Virtual Orientation;
 - c. All DOES mandatory meetings

B. Program Requirements

Grantee must successfully complete the following during the period of performance:

- a) The grantee shall provide monthly progress reports documenting the progress and attendance of all participants enrolled in the program.
- b) At the end of the program, the grantee shall provide a program completion spreadsheet that documents all participants who have satisfied all requirements for the program.
- c) The grantee shall collect and report statistical information as requested by DOES, including individual-level data on enrollment, participant demographics, specific services provided, and participation in workshops and other programs specific related activities and outcomes.
- d) Grantees will be required to participate in ongoing monitoring and evaluation activities led by DOES designated evaluator. These may include technical/virtual site visits, surveys, interviews, focus groups, administrative records review, and other data collection and evaluation strategies.
- e) Collect data regarding contact with Limited English Proficient (LEP) and Non-English Proficient (NEP) participants and report this data to DOES Language Access Coordinator on a quarterly basis.
- f) Provide interpretation services and translation of vital documents to LEP/NEP customers. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- g) Incorporate the provided DOES logos, taglines, identifiers, and/or other branding on all products, programs, activities, services, resources, and related property and materials funded by DOES.
- h) Attend and comply with all DOES meetings, onboarding trainings, requests, etc.

C. Reporting/Deliverables

The required program reports and deliverables are described below and shall be submitted to Program Point of Contact and Grant Specialist identified on the Information Page via email in accordance with the below timeline.

Deliverables

In addition to the milestones and outcomes, the grantee must provide the following deliverables:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Sign-in Sheets	1	Via email	Weekly

Item 2	Work Plan	1	Via email	Upon award
Item 3	Customer Service Survey	1	Via email	9/1/2020

Reports

In addition to the milestones and outcomes, the grantee must provide the following reports:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Program Performance Report	1	Via email	September 30, 2020
Item 2	Monthly Status Report	1	Via email	Monthly by the 10th of the subsequent month
Item 3	Monthly Expenditure Report	1	Via email	Monthly by the 10th of the subsequent month
Item 4	Closeout Report	1	Via email	30 days after the grant end date
Item 5	LEP/NEP Report	1	Via email	Quarterly

DOES will have sole ownership and control of all created materials created, information gathered deliverables. The Grantee must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

D. Changes to Scope

Any changes to the scope and/or grant funding must be approved in writing by the Grant Monitor designated in this NOGA, and the Grant Officer and/or the DOES Director. The Grantee shall submit written notice of any changes in programming, staffing and site location within twenty-four (24) hours of the change. Any programming, staffing or site location changes must be approved by DOES, prior to the proposed change.

PERIOD OF PERFORMANCE

The Follow- up Service Grant will operate from the date of award through September 30, 2020.

A. Option Years

DOES reserves the sole right to exercise four option years beyond the original period of performance, contingent upon the availability of funding and satisfactory performance from the Grantee. The funding amount for the option year will be determined by DOES and all terms and requirements of the original grant will apply unless modified by DOES. Any modifications to the NOGA shall occur, prior to the termination or expiration of the NOGA.

III. GRANT FUNDING

Funds for this Grant are provided by DOES. This program was designed by the Grantee, based on the requirements provided and approved by DOES. Grantee will be subject to requirements set forth in RFA No.: DOES-FS-2020 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-FS-2020, this NOGA and the attached proposal.

Grant Funding Amount

The grant amount is determined by the issuing DOES office or department and current funding availability.

A. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the NOGA. There are two (2) payment categories listed below each representing a specific percentage of the total grant amount:

Payment 1: Base Payment: (50%)

The base payment is contingent on successful completion of the following:

- Virtual Orientation
- Work Plan

Payment 2: (50%)

In order to receive payment grantee must submit the following:

- Sign-in Sheets
- Attestation of customer experience survey results

If the grantee does not comply with the NOGA, applicable federal and District laws and regulations, then the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

Grantees shall submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov>. If your organization is not a registered user on the portal, the site will walk you through the steps for registering. Grantees are required to register on the vendor portal, prior to submitting an invoice. If you have any questions, you can contact the E-Invoicing Support Desk at (202) 741 – 5200 or at dcvendorportal@dc.gov.

B. Anti-Deficiency Considerations

The Grantee shall acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349,

1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

IV. MONITORING

DOES staff is responsible for monitoring and evaluating the program and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, Grantee shall provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine Grantee's level of compliance with federal and/or District requirements and to identify specifically whether Grantee's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of Grantee's normal course of programs and activities. Monitoring may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Monitoring may result in corrective action. Monitoring could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

V. COMPLIANCE

Grantee shall be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. Grantee cannot be listed on any federal or local excluded parties list.

Grantees shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials, created as a part of this program and funded by DOES.

In accordance with Title VI of the Civil Rights Act of 1964, as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

Grantee shall train all personnel working on the program funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. The required language access training shall be approved by the DC Office of Human Rights. Grantee is required to report dates and attendees of the training to the DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Monthly Reporting System.

If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the Grantee to ensure compliance.

The Grantee shall comply with all the applicable District and Federal statutes and regulations, as may be amended from time to time, including the below list.

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion)
- Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.
- Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20
- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01
- Universal Paid Leave Act, D.C. Official Code § 32-541.01 et seq.

A. Confidentiality of Records

DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. Grantee must demonstrate an ability to maintain the confidentiality of information. Specifically, the Grantee must agree to and abide by the following conditions.

1. Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.

2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All program staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their families. Grantee shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all program staff and volunteers who will be working on the program.

B. Additional Requirements

1. Indemnification Clause

The Grantee agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from, arising out of, or in any way connected to activities or work performed by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

The Grantee assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the NOGA. The Grantee shall also repair or replace any District property that is damaged by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Grantee where the underlying claim arises from the conduct, action, or omission of the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

2. Insurance

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

Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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

and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance

or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

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

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

F. 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.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

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

The Government of the District of Columbia

And mailed to the attention of:

LaShaun N. Basil

Grant Specialist

(202) 671-4128

Lashaun.basil@dc.gov

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

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

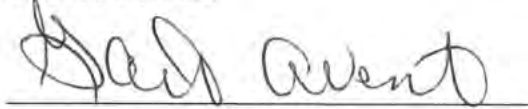
List of Attachments:

- a. Proposal Submitted for RFA No.: DOES-FS-2020
- b. RFA No.: DOES-FS-2020

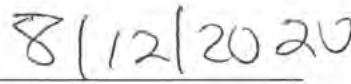
SIGNATURES**NOGA:** DOES-FS-2020-05**Grantee:** Total Family Care Coalition**Federal Tax ID Number:** [REDACTED]**Grant Amount:** \$10,000.00**Authorized Representative Name:** Gail Avent**Authorized Representative Title:** Executive Director

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the terms of NOGA: DOES-FS-2020-05 the attached proposal submitted in response to RFA No.: DOES-FS-2020 and that the statements and certifications included in this NOGA are true and accurate.

On behalf of Grantee, I understand and agree to the terms and conditions of this NOGA and RFA No.: RFA No.: DOES-FS-2020 and hereby certify my authority to execute this NOGA on Grantee's behalf.



Signature of Authorized Representative



Date



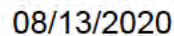
Printed Name of Authorized Representative



Title of Authorized Representative

To Be Completed by The District of Columbia:

Nicole Chapple
Department of Employment Services
Grant Officer



Date



NOTICE OF GRANT AWARD (NOGA)

Information Page

RFA No.: DOES-FS-2020

NOGA No.: DOES-FS-2020-06

Grantee: Toni Thomas Associates, Inc.

Award Begin Date: August 6, 2020

Award End Date: September 30, 2020

Grant Award Amount: \$10,000.00

DOES Grant Officer Point of Contact Information:

Name: Nicole Chapple

Email: Nicole.chapple@dc.gov

Phone: 202-671-1900

DOES Grant Specialist Contact Information:

Name: LaShaun Basil

Email: lashaun.basil@dc.gov

Phone: 202-671-4128

DOES Performance Monitoring Point of Contact Information:

Name: Porscha Mills

Email: porscha.mills@dc.gov

Phone: 202-698-4125

DOES Program Office Point of Contact Information:

Name: Christina Brew

Email: christina.brew@dc.gov

Phone: 202-698-4125

Grantee Point of Contact Information:

Name: Raymond Bell

Email: raybelljr@gmail.com

Phone: 202-302-8096

Tax ID#/EIN: [REDACTED]

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-FS-2020-06 between DOES and Toni Thomas Associates, Inc. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50, and D.C. Code § 1-328.05, as amended.

I. BACKGROUND

DOES' mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. DOES provides a range of programs and services to job seekers and employers, including MBSYEP.

MBSYEP is a locally funded program administered by DOES OYP that provides District youth ages 14 to 24 with enriching and constructive summer work experiences through subsidized placements in the non-profit, private, and government sectors.

Through MBSYEP, DOES strives to provide youth with the opportunity to:

1. Earn money and gain meaningful work experience;
2. Learn and develop the skills, attitudes, and commitment necessary to succeed in today's world of work;
3. Gain exposure to various exciting career industries; and
4. Interact with dynamic working professionals in a positive work environment.

Though MBSYEP is a short-term employment and training program, our goal is to introduce our youth to employers who will positively impact their futures. Employers in the Washington, DC, metropolitan area makes this annual program possible by volunteering to serve as Host Employers and providing structured job opportunities for youth during the summer.

II. SCOPE

The Department of Employment Services, Office of Youth Programs (OYP) is seeking grantees to provide follow-up services to DC youth between the ages of 14 and 17 that participated in the 2020 Marion Barry Summer Youth Employment Program (MBSYEP).

A. Pre-Program Requirements

1. Prior to the start of the program, Grantee must successfully complete:
 - a. DOES technical site visit inspection;
 - b. DOES Virtual Orientation;
 - c. All DOES mandatory meetings

B. Program Requirements

Grantee must successfully complete the following during the period of performance:

- a) The grantee shall provide monthly progress reports documenting the progress and attendance of all participants enrolled in the program.
- b) At the end of the program, the grantee shall provide a program completion spreadsheet that documents all participants who have satisfied all requirements for the program.
- c) The grantee shall collect and report statistical information as requested by DOES, including individual-level data on enrollment, participant demographics, specific services provided, and participation in workshops and other programs specific related activities and outcomes.
- d) Grantees will be required to participate in ongoing monitoring and evaluation activities led by DOES designated evaluator. These may include technical/virtual site visits, surveys, interviews, focus groups, administrative records review, and other data collection and evaluation strategies.
- e) Collect data regarding contact with Limited English Proficient (LEP) and Non-English Proficient (NEP) participants and report this data to DOES Language Access Coordinator on a quarterly basis.
- f) Provide interpretation services and translation of vital documents to LEP/NEP customers. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- g) Incorporate the provided DOES logos, taglines, identifiers, and/or other branding on all products, programs, activities, services, resources, and related property and materials funded by DOES.
- h) Attend and comply with all DOES meetings, onboarding trainings, requests, etc.

C. Reporting/Deliverables

The required program reports and deliverables are described below and shall be submitted to Program Point of Contact and Grant Specialist identified on the Information Page via email in accordance with the below timeline.

Deliverables

In addition to the milestones and outcomes, the grantee must provide the following deliverables:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Sign-in Sheets	1	Via email	Weekly

Item 2	Work Plan	1	Via email	Upon award
Item 3	Customer Service Survey	1	Via email	9/1/2020

Reports

In addition to the milestones and outcomes, the grantee must provide the following reports:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Program Performance Report	1	Via email	September 30, 2020
Item 2	Monthly Status Report	1	Via email	Monthly by the 10th of the subsequent month
Item 3	Monthly Expenditure Report	1	Via email	Monthly by the 10th of the subsequent month
Item 4	Closeout Report	1	Via email	30 days after the grant end date
Item 5	LEP/NEP Report	1	Via email	Quarterly

DOES will have sole ownership and control of all created materials created, information gathered deliverables. The Grantee must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

D. Changes to Scope

Any changes to the scope and/or grant funding must be approved in writing by the Grant Monitor designated in this NOGA, and the Grant Officer and/or the DOES Director. The Grantee shall submit written notice of any changes in programming, staffing and site location within twenty-four (24) hours of the change. Any programming, staffing or site location changes must be approved by DOES, prior to the proposed change.

PERIOD OF PERFORMANCE

The Follow-up Service Grant will operate from the date of award through September 30, 2020.

A. Option Years

DOES reserves the sole right to exercise four option years beyond the original period of performance, contingent upon the availability of funding and satisfactory performance from the Grantee. The funding amount for the option year will be determined by DOES and all terms and requirements of the original grant will apply unless modified by DOES. Any modifications to the NOGA shall occur, prior to the termination or expiration of the NOGA.

III. GRANT FUNDING

Funds for this Grant are provided by DOES. This program was designed by the Grantee, based on the requirements provided and approved by DOES. Grantee will be subject to requirements set forth in RFA No.: DOES-FS-2020 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-FS-2020, this NOGA and the attached proposal.

Grant Funding Amount

The grant amount is determined by the issuing DOES office or department and current funding availability.

A. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the NOGA. There are two (2) payment categories listed below each representing a specific percentage of the total grant amount:

Payment 1: Base Payment: (50%)

The base payment is contingent on successful completion of the following:

- Virtual Orientation
- Work Plan

Payment 2: (50%)

In order to receive payment grantee must submit the following:

- Sign-in Sheets
- Attestation of customer experience survey results

If the grantee does not comply with the NOGA, applicable federal and District laws and regulations, then the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

Grantees shall submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov>. If your organization is not a registered user on the portal, the site will walk you through the steps for registering. Grantees are required to register on the vendor portal, prior to submitting an invoice. If you have any questions, you can contact the E-Invoicing Support Desk at (202) 741 – 5200 or at dcvendorportal@dc.gov.

B. Anti-Deficiency Considerations

The Grantee shall acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349,

1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

IV. MONITORING

DOES staff is responsible for monitoring and evaluating the program and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, Grantee shall provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine Grantee's level of compliance with federal and/or District requirements and to identify specifically whether Grantee's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of Grantee's normal course of programs and activities. Monitoring may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Monitoring may result in corrective action. Monitoring could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

V. COMPLIANCE

Grantee shall be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. Grantee cannot be listed on any federal or local excluded parties list.

Grantees shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials, created as a part of this program and funded by DOES.

In accordance with Title VI of the Civil Rights Act of 1964, as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

Grantee shall train all personnel working on the program funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. The required language access training shall be approved by the DC Office of Human Rights. Grantee is required to report dates and attendees of the training to the DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Monthly Reporting System.

If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the Grantee to ensure compliance.

The Grantee shall comply with all the applicable District and Federal statutes and regulations, as may be amended from time to time, including the below list.

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion)
- Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.
- Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20
- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01
- Universal Paid Leave Act, D.C. Official Code § 32-541.01 et seq.

A. Confidentiality of Records

DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. Grantee must demonstrate an ability to maintain the confidentiality of information. Specifically, the Grantee must agree to and abide by the following conditions.

1. Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.

2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All program staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their families. Grantee shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all program staff and volunteers who will be working on the program.

B. Additional Requirements

1. Indemnification Clause

The Grantee agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from, arising out of, or in any way connected to activities or work performed by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

The Grantee assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the NOGA. The Grantee shall also repair or replace any District property that is damaged by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Grantee where the underlying claim arises from the conduct, action, or omission of the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

2. Insurance

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

Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver¹ of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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

and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

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

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance

or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

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

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

F. 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.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

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

The Government of the District of Columbia

And mailed to the attention of:

LaShaun N. Basil

Grant Specialist

(202) 671-4128

Lashaun.basil@dc.gov

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

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

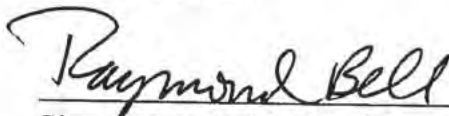
List of Attachments:

- a. Proposal Submitted for RFA No.: DOES-FS-2020
- b. RFA No.: DOES-FS-2020

SIGNATURES**NOGA:** DOES-FS-2020-06**Grantee:** Toni Thomas Associates, Inc.**Federal Tax ID Number:** [REDACTED]**Grant Amount:** \$10,000.00**Authorized Representative Name:** Raymond Bell**Authorized Representative Title:** President/CEO

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the terms of NOGA: DOES-FS-2020-06 the attached proposal submitted in response to RFA No.: DOES-FS-2020 and that the statements and certifications included in this NOGA are true and accurate.

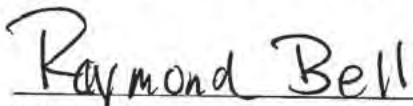
On behalf of Grantee, I understand and agree to the terms and conditions of this NOGA and RFA No.: RFA No.: DOES-FS-2020 and hereby certify my authority to execute this NOGA on Grantee's behalf.



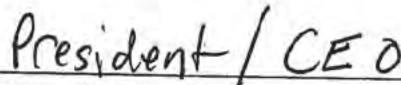
Signature of Authorized Representative

8-11-2020

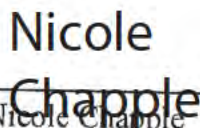
Date



Printed Name of Authorized Representative



Title of Authorized Representative

To Be Completed by The District of Columbia:

Nicole Chapple

Department of Employment Services
Grant Officer

Digitally signed by Nicole Chapple
DN: cn=Nicole Chapple,
o=Department of Employment
Services, ou=Chief Operating Officer,
email=nicole.chapple@dc.gov, c=US
Date: 2020.08.12 13:59:59 -04'00'

08/12/2020

Date



**NOTICE OF GRANT AWARD (NOGA)****Information Page**

RFA No.: DOES-FS-2020

NOGA No.: DOES-FS-2020-07

Grantee: Do The Write Thing Foundation of DC

Award Begin Date: August 6, 2020

Award End Date: September 30, 2020

Grant Award Amount: \$10,000.00

DOES Grant Officer Point of Contact Information:

Name: Nicole Chapple

Email: Nicole.chapple@dc.gov

Phone: 202-671-1900

DOES Grant Specialist Contact Information:

Name: LaShaun Basil

Email: lashaun.basil@dc.gov

Phone: 202-671-4128

DOES Performance Monitoring Point of Contact Information:

Name: Porscha Mills

Email: porscha.mills@dc.gov

Phone: 202-698-4125

DOES Program Office Point of Contact Information:

Name: Christina Brew

Email: christina.brew@dc.gov

Phone: 202-698-4125

Grantee Point of Contact Information:

Name: Loretta Smith

Email: dothewritething1@gmail.com

Phone: 202-518-1084

Tax ID#/EIN: [REDACTED]

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-FS-2020-07 between DOES and Do the Write Thing Foundation of DC. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50, and D.C. Code § 1-328.05, as amended.

I. BACKGROUND

DOES' mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. DOES provides a range of programs and services to job seekers and employers, including MBSYEP.

MBSYEP is a locally funded program administered by DOES OYP that provides District youth ages 14 to 24 with enriching and constructive summer work experiences through subsidized placements in the non-profit, private, and government sectors.

Through MBSYEP, DOES strives to provide youth with the opportunity to:

1. Earn money and gain meaningful work experience;
2. Learn and develop the skills, attitudes, and commitment necessary to succeed in today's world of work;
3. Gain exposure to various exciting career industries; and
4. Interact with dynamic working professionals in a positive work environment.

Though MBSYEP is a short-term employment and training program, our goal is to introduce our youth to employers who will positively impact their futures. Employers in the Washington, DC, metropolitan area makes this annual program possible by volunteering to serve as Host Employers and providing structured job opportunities for youth during the summer.

II. SCOPE

The Department of Employment Services, Office of Youth Programs (OYP) is seeking grantees to provide follow-up services to DC youth between the ages of 14 and 17 that participated in the 2020 Marion Barry Summer Youth Employment Program (MBSYEP).

A. Pre-Program Requirements

1. Prior to the start of the program, Grantee must successfully complete:
 - a. DOES technical site visit inspection;
 - b. DOES Virtual Orientation;
 - c. All DOES mandatory meetings

B. Program Requirements

Grantee must successfully complete the following during the period of performance:

- a) The grantee shall provide monthly progress reports documenting the progress and attendance of all participants enrolled in the program.
- b) At the end of the program, the grantee shall provide a program completion spreadsheet that documents all participants who have satisfied all requirements for the program.
- c) The grantee shall collect and report statistical information as requested by DOES, including individual-level data on enrollment, participant demographics, specific services provided, and participation in workshops and other programs specific related activities and outcomes.
- d) Grantees will be required to participate in ongoing monitoring and evaluation activities led by DOES designated evaluator. These may include technical/virtual site visits, surveys, interviews, focus groups, administrative records review, and other data collection and evaluation strategies.
- e) Collect data regarding contact with Limited English Proficient (LEP) and Non-English Proficient (NEP) participants and report this data to DOES Language Access Coordinator on a quarterly basis.
- f) Provide interpretation services and translation of vital documents to LEP/NEP customers. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- g) Incorporate the provided DOES logos, taglines, identifiers, and/or other branding on all products, programs, activities, services, resources, and related property and materials funded by DOES.
- h) Attend and comply with all DOES meetings, onboarding trainings, requests, etc.

C. Reporting/Deliverables

The required program reports and deliverables are described below and shall be submitted to Program Point of Contact and Grant Specialist identified on the Information Page via email in accordance with the below timeline.

Deliverables

In addition to the milestones and outcomes, the grantee must provide the following deliverables:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Sign-in Sheets	1	Via email	Weekly

Item 2	Work Plan	1	Via email	Upon award
Item 3	Customer Service Survey	1	Via email	9/1/2020

Reports

In addition to the milestones and outcomes, the grantee must provide the following reports:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Program Performance Report	1	Via email	September 30, 2020
Item 2	Monthly Status Report	1	Via email	Monthly by the 10th of the subsequent month
Item 3	Monthly Expenditure Report	1	Via email	Monthly by the 10th of the subsequent month
Item 4	Closeout Report	1	Via email	30 days after the grant end date
Item 5	LEP/NEP Report	1	Via email	Quarterly

DOES will have sole ownership and control of all created materials created, information gathered deliverables. The Grantee must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

D. Changes to Scope

Any changes to the scope and/or grant funding must be approved in writing by the Grant Monitor designated in this NOGA, and the Grant Officer and/or the DOES Director. The Grantee shall submit written notice of any changes in programming, staffing and site location within twenty-four (24) hours of the change. Any programming, staffing or site location changes must be approved by DOES, prior to the proposed change.

PERIOD OF PERFORMANCE

The Follow- up Service Grant will operate from the date of award through September 30, 2020.

A. Option Years

DOES reserves the sole right to exercise four option years beyond the original period of performance, contingent upon the availability of funding and satisfactory performance from the Grantee. The funding amount for the option year will be determined by DOES and all terms and requirements of the original grant will apply unless modified by DOES. Any modifications to the NOGA shall occur, prior to the termination or expiration of the NOGA.

III. GRANT FUNDING

Funds for this Grant are provided by DOES. This program was designed by the Grantee, based on the requirements provided and approved by DOES. Grantee will be subject to requirements set forth in RFA No.: DOES-FS-2020 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-FS-2020, this NOGA and the attached proposal.

Grant Funding Amount

The grant amount is determined by the issuing DOES office or department and current funding availability.

A. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the NOGA. There are two (2) payment categories listed below each representing a specific percentage of the total grant amount:

Payment 1: Base Payment: (50%)

The base payment is contingent on successful completion of the following:

- Virtual Orientation
- Work Plan

Payment 2: (50%)

In order to receive payment grantee must submit the following:

- Sign-in Sheets
- Attestation of customer experience survey results

If the grantee does not comply with the NOGA, applicable federal and District laws and regulations, then the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

Grantees shall submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov>. If your organization is not a registered user on the portal, the site will walk you through the steps for registering. Grantees are required to register on the vendor portal, prior to submitting an invoice. If you have any questions, you can contact the E-Invoicing Support Desk at (202) 741 – 5200 or at dcvendorportal@dc.gov.

B. Anti-Deficiency Considerations

The Grantee shall acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349,

1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

IV. MONITORING

DOES staff is responsible for monitoring and evaluating the program and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, Grantee shall provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine Grantee's level of compliance with federal and/or District requirements and to identify specifically whether Grantee's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of Grantee's normal course of programs and activities. Monitoring may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Monitoring may result in corrective action. Monitoring could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

V. COMPLIANCE

Grantee shall be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. Grantee cannot be listed on any federal or local excluded parties list.

Grantees shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials, created as a part of this program and funded by DOES.

In accordance with Title VI of the Civil Rights Act of 1964, as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

Grantee shall train all personnel working on the program funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. The required language access training shall be approved by the DC Office of Human Rights. Grantee is required to report dates and attendees of the training to the DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Monthly Reporting System.

If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the Grantee to ensure compliance.

The Grantee shall comply with all the applicable District and Federal statutes and regulations, as may be amended from time to time, including the below list.

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion)
- Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.
- Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20
- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01
- Universal Paid Leave Act, D.C. Official Code § 32-541.01 et seq.

A. Confidentiality of Records

DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. Grantee must demonstrate an ability to maintain the confidentiality of information. Specifically, the Grantee must agree to and abide by the following conditions.

1. Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.

2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All program staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their families. Grantee shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all program staff and volunteers who will be working on the program.

B. Additional Requirements

1. Indemnification Clause

The Grantee agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from, arising out of, or in any way connected to activities or work performed by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

The Grantee assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the NOGA. The Grantee shall also repair or replace any District property that is damaged by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Grantee where the underlying claim arises from the conduct, action, or omission of the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

2. Insurance

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

Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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

and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance

or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

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

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

F. 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.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

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

The Government of the District of Columbia

And mailed to the attention of:

LaShaun N. Basil

Grant Specialist

(202) 671-4128

Lashaun.basil@dc.gov

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

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

List of Attachments:

- a. Proposal Submitted for RFA No.: DOES-FS-2020
- b. RFA No.: DOES-FS-2020

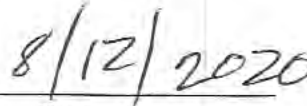
SIGNATURES**NOGA:** DOES-FS-2020-07**Grantee:** Do the Write Thing Foundation of DC**Federal Tax ID Number:** [REDACTED]**Grant Amount:** \$10,000.00**Authorized Representative Name:** Loretta Smith**Authorized Representative Title:** Chief Financial Officer

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the terms of NOGA: DOES-FS-2020-07 the attached proposal submitted in response to RFA No.: DOES-FS-2020 and that the statements and certifications included in this NOGA are true and accurate.

On behalf of Grantee, I understand and agree to the terms and conditions of this NOGA and RFA No.: RFA No.: DOES-FS-2020 and hereby certify my authority to execute this NOGA on Grantee's behalf.



Signature of Authorized Representative



Date



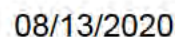
Printed Name of Authorized Representative



Title of Authorized Representative

To Be Completed by The District of Columbia:

Nicole Chapple
Department of Employment Services
Grant Officer



Date





NOTICE OF GRANT AWARD (NOGA)

Information Page

RFA No.: DOES-FS-2020

NOGA No.: DOES-FS-2020-08

Grantee: DC Strings Workshop

Award Begin Date: August 6, 2020

Award End Date: September 30, 2020

Grant Award Amount: \$10,000.00

DOES Grant Officer Point of Contact Information:

Name: Nicole Chapple

Email: Nicole.chapple@dc.gov

Phone: 202-671-1900

DOES Grant Specialist Contact Information:

Name: LaShaun Basil

Email: lashaun.basil@dc.gov

Phone: 202-671-4128

DOES Performance Monitoring Point of Contact Information:

Name: Porscha Mills

Email: porscha.mills@dc.gov

Phone: 202-698-4125

DOES Program Office Point of Contact Information:

Name: Christina Brew

Email: christina.brew@dc.gov

Phone: 202-698-4125

Grantee Point of Contact Information:

Name: Andrew M. Lee

Email: info@dcstrings.org

Phone: 202-594-9223

Tax ID#/EIN: [REDACTED]

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-FS-2020-08 between DOES and DC Strings Workshop. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50, and D.C. Code § 1-328.05, as amended.

I. BACKGROUND

DOES' mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. DOES provides a range of programs and services to job seekers and employers, including MBSYEP.

MBSYEP is a locally funded program administered by DOES OYP that provides District youth ages 14 to 24 with enriching and constructive summer work experiences through subsidized placements in the non-profit, private, and government sectors.

Through MBSYEP, DOES strives to provide youth with the opportunity to:

1. Earn money and gain meaningful work experience;
2. Learn and develop the skills, attitudes, and commitment necessary to succeed in today's world of work;
3. Gain exposure to various exciting career industries; and
4. Interact with dynamic working professionals in a positive work environment.

Though MBSYEP is a short-term employment and training program, our goal is to introduce our youth to employers who will positively impact their futures. Employers in the Washington, DC, metropolitan area makes this annual program possible by volunteering to serve as Host Employers and providing structured job opportunities for youth during the summer.

II. SCOPE

The Department of Employment Services, Office of Youth Programs (OYP) is seeking grantees to provide follow-up services to DC youth between the ages of 14 and 17 that participated in the 2020 Marion Barry Summer Youth Employment Program (MBSYEP).

A. Pre-Program Requirements

1. Prior to the start of the program, Grantee must successfully complete:
 - a. DOES technical site visit inspection;
 - b. DOES Virtual Orientation;
 - c. All DOES mandatory meetings

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Grantee must successfully complete the following during the period of performance:

- a) The grantee shall provide monthly progress reports documenting the progress and attendance of all participants enrolled in the program.
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- e) Collect data regarding contact with Limited English Proficient (LEP) and Non-English Proficient (NEP) participants and report this data to DOES Language Access Coordinator on a quarterly basis.
- f) Provide interpretation services and translation of vital documents to LEP/NEP customers. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- g) Incorporate the provided DOES logos, taglines, identifiers, and/or other branding on all products, programs, activities, services, resources, and related property and materials funded by DOES.
- h) Attend and comply with all DOES meetings, onboarding trainings, requests, etc.

C. Reporting/Deliverables

The required program reports and deliverables are described below and shall be submitted to Program Point of Contact and Grant Specialist identified on the Information Page via email in accordance with the below timeline.

Deliverables

In addition to the milestones and outcomes, the grantee must provide the following deliverables:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Sign-in Sheets	1	Via email	Weekly

Item 2	Work Plan	1	Via email	Upon award
Item 3	Customer Service Survey	1	Via email	9/1/2020

Reports

In addition to the milestones and outcomes, the grantee must provide the following reports:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
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DOES will have sole ownership and control of all created materials created, information gathered deliverables. The Grantee must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

D. Changes to Scope

Any changes to the scope and/or grant funding must be approved in writing by the Grant Monitor designated in this NOGA, and the Grant Officer and/or the DOES Director. The Grantee shall submit written notice of any changes in programming, staffing and site location within twenty-four (24) hours of the change. Any programming, staffing or site location changes must be approved by DOES, prior to the proposed change.

PERIOD OF PERFORMANCE

The Follow-up Service Grant will operate from the date of award through September 30, 2020.

A. Option Years

DOES reserves the sole right to exercise four option years beyond the original period of performance, contingent upon the availability of funding and satisfactory performance from the Grantee. The funding amount for the option year will be determined by DOES and all terms and requirements of the original grant will apply unless modified by DOES. Any modifications to the NOGA shall occur, prior to the termination or expiration of the NOGA.

III. GRANT FUNDING

Funds for this Grant are provided by DOES. This program was designed by the Grantee, based on the requirements provided and approved by DOES. Grantee will be subject to requirements set forth in RFA No.: DOES-FS-2020 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-FS-2020, this NOGA and the attached proposal.

Grant Funding Amount

The grant amount is determined by the issuing DOES office or department and current funding availability.

A. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the NOGA. There are two (2) payment categories listed below each representing a specific percentage of the total grant amount:

Payment 1: Base Payment: (50%)

The base payment is contingent on successful completion of the following:

- Virtual Orientation
- Work Plan

Payment 2: (50%)

In order to receive payment grantee must submit the following:

- Sign-in Sheets
- Attestation of customer experience survey results

If the grantee does not comply with the NOGA, applicable federal and District laws and regulations, then the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

Grantees shall submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov>. If your organization is not a registered user on the portal, the site will walk you through the steps for registering. Grantees are required to register on the vendor portal, prior to submitting an invoice. If you have any questions, you can contact the E-Invoicing Support Desk at (202) 741 – 5200 or at dcvendorportal@dc.gov.

B. Anti-Deficiency Considerations

The Grantee shall acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349,

1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

IV. MONITORING

DOES staff is responsible for monitoring and evaluating the program and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, Grantee shall provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine Grantee's level of compliance with federal and/or District requirements and to identify specifically whether Grantee's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of Grantee's normal course of programs and activities. Monitoring may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Monitoring may result in corrective action. Monitoring could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

V. COMPLIANCE

Grantee shall be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. Grantee cannot be listed on any federal or local excluded parties list.

Grantees shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials, created as a part of this program and funded by DOES.

In accordance with Title VI of the Civil Rights Act of 1964, as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

Grantee shall train all personnel working on the program funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. The required language access training shall be approved by the DC Office of Human Rights. Grantee is required to report dates and attendees of the training to the DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Monthly Reporting System.

If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the Grantee to ensure compliance.

The Grantee shall comply with all the applicable District and Federal statutes and regulations, as may be amended from time to time, including the below list.

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion)
- Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.
- Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20
- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01
- Universal Paid Leave Act, D.C. Official Code § 32-541.01 et seq.

A. Confidentiality of Records

DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. Grantee must demonstrate an ability to maintain the confidentiality of information. Specifically, the Grantee must agree to and abide by the following conditions.

1. Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.

2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All program staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their families. Grantee shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all program staff and volunteers who will be working on the program.

B. Additional Requirements

1. Indemnification Clause

The Grantee agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the “District”) from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys’ fees), resulting from, arising out of, or in any way connected to activities or work performed by the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

The Grantee assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the NOGA. The Grantee shall also repair or replace any District property that is damaged by the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Grantee where the underlying claim arises from the conduct, action, or omission of the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

2. Insurance

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

Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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

and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance

or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

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

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

F. 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.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

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

The Government of the District of Columbia

And mailed to the attention of:

LaShaun N. Basil

Grant Specialist

(202) 671-4128

Lashaun.basil@dc.gov

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

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

List of Attachments:

- a. Proposal Submitted for RFA No.: DOES-FS-2020
- b. RFA No.: DOES-FS-2020

SIGNATURES

NOGA: DOES-FS-2020-08**Grantee:** DC Strings Workshop**Federal Tax ID Number:** [REDACTED]**Grant Amount:** \$10,000.00**Authorized Representative Name:** Andrew M. Lee**Authorized Representative Title:** Artistic Executive Director

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the terms of NOGA: DOES-FS-2020-08 the attached proposal submitted in response to RFA No.: DOES-FS-2020 and that the statements and certifications included in this NOGA are true and accurate.

On behalf of Grantee, I understand and agree to the terms and conditions of this NOGA and RFA No.: RFA No.: DOES-FS-2020 and hereby certify my authority to execute this NOGA on Grantee's behalf.


 Signature of Authorized Representative

08/11/2020


Date

Andrew M Lee

Printed Name of Authorized Representative

Artistic Executive Director

Title of Authorized Representative

To Be Completed by The District of Columbia:

 Nicole Chapple
 Department of Employment Services
 Grant Officer

08/13/2020

Date



NOTICE OF GRANT AWARD (NOGA)

Information Page

RFA No.: DOES-FS-2020

NOGA No.: DOES-FS-2020-09

Grantee: Empowerment Enterprise II

Award Begin Date: August 6, 2020

Award End Date: September 30, 2020

Grant Award Amount: \$10,000.00

DOES Grant Officer Point of Contact Information:

Name: Nicole Chapple

Email: Nicole.chapple@dc.gov

Phone: 202-671-1900

DOES Grant Specialist Contact Information:

Name: LaShaun Basil

Email: lashaun.basil@dc.gov

Phone: 202-671-4128

DOES Performance Monitoring Point of Contact Information:

Name: Porscha Mills

Email: porscha.mills@dc.gov

Phone: 202-698-4125

DOES Program Office Point of Contact Information:

Name: Christina Brew

Email: christina.brew@dc.gov

Phone: 202-698-4125

Grantee Point of Contact Information:

Name: Dr. Aaron Wade

Email: empowermente2@gmail.com

Phone: 202-630-4317

Tax ID#/EIN: [REDACTED]

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-FS-2020-09 between DOES and Empowerment Enterprise II. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50, and D.C. Code § 1-328.05, as amended.

I. BACKGROUND

DOES' mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. DOES provides a range of programs and services to job seekers and employers, including MBSYEP.

MBSYEP is a locally funded program administered by DOES OYP that provides District youth ages 14 to 24 with enriching and constructive summer work experiences through subsidized placements in the non-profit, private, and government sectors.

Through MBSYEP, DOES strives to provide youth with the opportunity to:

1. Earn money and gain meaningful work experience;
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DOES will have sole ownership and control of all created materials created, information gathered deliverables. The Grantee must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

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Any changes to the scope and/or grant funding must be approved in writing by the Grant Monitor designated in this NOGA, and the Grant Officer and/or the DOES Director. The Grantee shall submit written notice of any changes in programming, staffing and site location within twenty-four (24) hours of the change. Any programming, staffing or site location changes must be approved by DOES, prior to the proposed change.

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The total amount of the grant award shall not exceed the amount specified within the NOGA. There are two (2) payment categories listed below each representing a specific percentage of the total grant amount:

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- Sign-in Sheets
- Attestation of customer experience survey results

If the grantee does not comply with the NOGA, applicable federal and District laws and regulations, then the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

Grantees shall submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov>. If your organization is not a registered user on the portal, the site will walk you through the steps for registering. Grantees are required to register on the vendor portal, prior to submitting an invoice. If you have any questions, you can contact the E-Invoicing Support Desk at (202) 741 – 5200 or at dcvendorportal@dc.gov.

B. Anti-Deficiency Considerations

The Grantee shall acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349,

1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

IV. MONITORING

DOES staff is responsible for monitoring and evaluating the program and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, Grantee shall provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine Grantee's level of compliance with federal and/or District requirements and to identify specifically whether Grantee's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of Grantee's normal course of programs and activities. Monitoring may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Monitoring may result in corrective action. Monitoring could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

V. COMPLIANCE

Grantee shall be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. Grantee cannot be listed on any federal or local excluded parties list.

Grantees shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials, created as a part of this program and funded by DOES.

In accordance with Title VI of the Civil Rights Act of 1964, as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

Grantee shall train all personnel working on the program funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. The required language access training shall be approved by the DC Office of Human Rights. Grantee is required to report dates and attendees of the training to the DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Monthly Reporting System.

If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the Grantee to ensure compliance.

The Grantee shall comply with all the applicable District and Federal statutes and regulations, as may be amended from time to time, including the below list.

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion)
- Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.
- Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20
- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01
- Universal Paid Leave Act, D.C. Official Code § 32-541.01 et seq.

A. Confidentiality of Records

DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. Grantee must demonstrate an ability to maintain the confidentiality of information. Specifically, the Grantee must agree to and abide by the following conditions.

1. Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.

2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All program staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their families. Grantee shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all program staff and volunteers who will be working on the program.

B. Additional Requirements

1. Indemnification Clause

The Grantee agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the “District”) from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys’ fees), resulting from, arising out of, or in any way connected to activities or work performed by the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

The Grantee assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the NOGA. The Grantee shall also repair or replace any District property that is damaged by the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Grantee where the underlying claim arises from the conduct, action, or omission of the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

2. Insurance

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

Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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

and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance

or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

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

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

F. 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.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

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

The Government of the District of Columbia

And mailed to the attention of:

LaShaun N. Basil

Grant Specialist

(202) 671-4128

Lashaun.basil@dc.gov

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

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

List of Attachments:

- a. Proposal Submitted for RFA No.: DOES-FS-2020
- b. RFA No.: DOES-FS-2020

SIGNATURES**NOGA:** DOES-FS-2020-09**Grantee:** Empowerment Enterprise II**Federal Tax ID Number:** [REDACTED]**Grant Amount:** \$10,000.00**Authorized Representative Name:** Dr. Aaron Wade**Authorized Representative Title:** President/Executive Director

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the terms of NOGA: DOES-FS-2020-09 the attached proposal submitted in response to RFA No.: DOES-FS-2020 and that the statements and certifications included in this NOGA are true and accurate.

On behalf of Grantee, I understand and agree to the terms and conditions of this NOGA and RFA No.: RFA No.: DOES-FS-2020 and hereby certify my authority to execute this NOGA on Grantee's behalf.



08/11/2020

Signature of Authorized Representative

Date

Aaron Wade

Printed Name of Authorized Representative

President/ Executive Director

Title of Authorized Representative

To Be Completed by The District of Columbia:**Nicole
Chapple**Nicole Chapple
Department of Employment Services
Grant Officer

Digitally signed by Nicole Chapple
DN: cn=Nicole Chapple, o=Department
of Employment Services, ou=Chief
Operating Officer,
email=nicole.chapple@dc.gov, c=US
Date: 2020.08.12 14:00:41 -0400

08/12/2020

Date

Department of Employment Services

NOGA No. DOES-FS-2020

**NOTICE OF GRANT AWARD (NOGA)****Information Page****RFA No.:** DOES-FS-2020**NOGA No.:** DOES-FS-2020-10**Grantee:** JMG Productions, Inc.**Award Begin Date:** August 6, 2020**Award End Date:** September 30, 2020**Grant Award Amount:** \$10,000.00**DOES Grant Officer Point of Contact Information:****Name:** Nicole Chapple**Email:** Nicole.chapple@dc.gov**Phone:** 202-671-1900**DOES Grant Specialist Contact Information:****Name:** LaShaun Basil**Email:** lashaun.basil@dc.gov**Phone:** 202-671-4128**DOES Performance Monitoring Point of Contact Information:****Name:** Porscha Mills**Email:** porscha.mills@dc.gov**Phone:** 202-698-4125**DOES Program Office Point of Contact Information:****Name:** Christina Brew**Email:** christina.brew@dc.gov**Phone:** 202-698-4125**Grantee Point of Contact Information:****Name:** Joelle Mireille Goode**Email:** Joelle.Goode@JMGProductionsinc.org**Phone:** 202-744-1692**Tax ID#/EIN:** [REDACTED]

Page 1 of 13

Grantee's Initials:

Handwritten initials "JMG" in black ink, written over a horizontal line.

Department of Employment Services

NOGA No. DOES-FS-2020

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-FS-2020-10 between DOES and JMG Productions, Inc. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50, and D.C. Code § 1-328.05, as amended.

I. BACKGROUND

DOES' mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. DOES provides a range of programs and services to job seekers and employers, including MBSYEP.

MBSYEP is a locally funded program administered by DOES OYP that provides District youth ages 14 to 24 with enriching and constructive summer work experiences through subsidized placements in the non-profit, private, and government sectors.

Through MBSYEP, DOES strives to provide youth with the opportunity to:

1. Earn money and gain meaningful work experience;
2. Learn and develop the skills, attitudes, and commitment necessary to succeed in today's world of work;
3. Gain exposure to various exciting career industries; and
4. Interact with dynamic working professionals in a positive work environment.

Though MBSYEP is a short-term employment and training program, our goal is to introduce our youth to employers who will positively impact their futures. Employers in the Washington, DC, metropolitan area makes this annual program possible by volunteering to serve as Host Employers and providing structured job opportunities for youth during the summer.

II. SCOPE

The Department of Employment Services, Office of Youth Programs (OYP) is seeking grantees to provide follow-up services to DC youth between the ages of 14 and 17 that participated in the 2020 Marion Barry Summer Youth Employment Program (MBSYEP).

A. Pre-Program Requirements

- I. Prior to the start of the program, Grantee must successfully complete:
 - a. DOES technical site visit inspection;
 - b. DOES Virtual Orientation;
 - c. All DOES mandatory meetings

JMG

B. Program Requirements

Grantee must successfully complete the following during the period of performance:

- a) The grantee shall provide monthly progress reports documenting the progress and attendance of all participants enrolled in the program.
- b) At the end of the program, the grantee shall provide a program completion spreadsheet that documents all participants who have satisfied all requirements for the program.
- c) The grantee shall collect and report statistical information as requested by DOES, including individual-level data on enrollment, participant demographics, specific services provided, and participation in workshops and other programs specific related activities and outcomes.
- d) Grantees will be required to participate in ongoing monitoring and evaluation activities led by DOES designated evaluator. These may include technical/virtual site visits, surveys, interviews, focus groups, administrative records review, and other data collection and evaluation strategies.
- e) Collect data regarding contact with Limited English Proficient (LEP) and Non-English Proficient (NEP) participants and report this data to DOES Language Access Coordinator on a quarterly basis.
- f) Provide interpretation services and translation of vital documents to LEP/NEP customers. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- g) Incorporate the provided DOES logos, taglines, identifiers, and/or other branding on all products, programs, activities, services, resources, and related property and materials funded by DOES.
- h) Attend and comply with all DOES meetings, onboarding trainings, requests, etc.

C. Reporting/Deliverables

The required program reports and deliverables are described below and shall be submitted to Program Point of Contact and Grant Specialist identified on the Information Page via email in accordance with the below timeline.

Deliverables

In addition to the milestones and outcomes, the grantee must provide the following deliverables:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Sign-in Sheets	1	Via email	Weekly

Department of Employment Services

NOGA No. DOES-ES-2020

Item 2	Work Plan	1	Via email	Upon award
Item 3	Customer Service Survey	1	Via email	9/1/2020

Reports

In addition to the milestones and outcomes, the grantee must provide the following reports:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Program Performance Report	1	Via email	September 30, 2020
Item 2	Monthly Status Report	1	Via email	Monthly by the 10th of the subsequent month
Item 3	Monthly Expenditure Report	1	Via email	Monthly by the 10th of the subsequent month
Item 4	Closeout Report	1	Via email	30 days after the grant end date
Item 5	LEP/NEP Report	1	Via email	Quarterly

DOES will have sole ownership and control of all created materials created, information gathered deliverables. The Grantee must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

D. Changes to Scope

Any changes to the scope and/or grant funding must be approved in writing by the Grant Monitor designated in this NOGA, and the Grant Officer and/or the DOES Director. The Grantee shall submit written notice of any changes in programming, staffing and site location within twenty-four (24) hours of the change. Any programming, staffing or site location changes must be approved by DOES, prior to the proposed change.

PERIOD OF PERFORMANCE

The Follow-up Service Grant will operate from the date of award through September 30, 2020.

A. Option Years

DOES reserves the sole right to exercise four option years beyond the original period of performance, contingent upon the availability of funding and satisfactory performance from the Grantee. The funding amount for the option year will be determined by DOES and all terms and requirements of the original grant will apply unless modified by DOES. Any modifications to the NOGA shall occur, prior to the termination or expiration of the NOGA.

III. GRANT FUNDING

Department of Employment Services

NOGA No. DOES-FS-2020

Funds for this Grant are provided by DOES. This program was designed by the Grantee, based on the requirements provided and approved by DOES. Grantee will be subject to requirements set forth in RFA No.: DOES-FS-2020 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-FS-2020, this NOGA and the attached proposal.

Grant Funding Amount

The grant amount is determined by the issuing DOES office or department and current funding availability.

A. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the NOGA. There are two (2) payment categories listed below each representing a specific percentage of the total grant amount:

Payment 1: Base Payment: (50%)

The base payment is contingent on successful completion of the following:

- Virtual Orientation
- Work Plan

Payment 2: (50%)

In order to receive payment grantee must submit the following:

- Sign-in Sheets
- Attestation of customer experience survey results

If the grantee does not comply with the NOGA, applicable federal and District laws and regulations, then the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

Grantees shall submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov>. If your organization is not a registered user on the portal, the site will walk you through the steps for registering. Grantees are required to register on the vendor portal, prior to submitting an invoice. If you have any questions, you can contact the E-Invoicing Support Desk at (202) 741 5200 or at dcvendorportal@dc.gov.

B. Anti-Deficiency Considerations

The Grantee shall acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349,

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Grantee's Initials:

JMG

Department of Employment Services

NOGA No. DOES-FS-2020

1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

IV. MONITORING

DOES staff is responsible for monitoring and evaluating the program and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, Grantee shall provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine Grantee's level of compliance with federal and/or District requirements and to identify specifically whether Grantee's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of Grantee's normal course of programs and activities. Monitoring may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Monitoring may result in corrective action. Monitoring could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

V. COMPLIANCE

Grantee shall be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. Grantee cannot be listed on any federal or local excluded parties list.

Grantees shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials, created as a part of this program and funded by DOES.

In accordance with Title VI of the Civil Rights Act of 1964, as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

Grantee shall train all personnel working on the program funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. The required language access training shall be approved by the DC Office of Human Rights. Grantee is required to report dates and attendees of the training to the DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Monthly Reporting System.

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Grantee's Initials:

JMG

Department of Employment Services

NOGA No. DOES-FS-2020

If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the Grantee to ensure compliance.

The Grantee shall comply with all the applicable District and Federal statutes and regulations, as may be amended from time to time, including the below list.

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion)
- Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.
- Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20
- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01
- Universal Paid Leave Act, D.C. Official Code § 32-541.01 et seq.

A. Confidentiality of Records

DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. Grantee must demonstrate an ability to maintain the confidentiality of information. Specifically, the Grantee must agree to and abide by the following conditions.

- I Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.

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2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All program staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their families. Grantee shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all program staff and volunteers who will be working on the program.

B. Additional Requirements

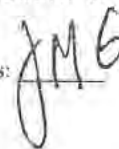
1. Indemnification Clause

The Grantee agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from, arising out of, or in any way connected to activities or work performed by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

The Grantee assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the NOGA. The Grantee shall also repair or replace any District property that is damaged by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Grantee where the underlying claim arises from the conduct, action, or omission of the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

2. Insurance

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



Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-: VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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

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and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance

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or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

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

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

F. 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.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

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

The Government of the District of Columbia

And mailed to the attention of:

LaShaun N. Basil

Grant Specialist

(202) 671-4128

Lashaun.basil@dc.gov

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Department of Employment Services

NOGA No. DOES-FS-2020

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

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

List of Attachments:

- a. Proposal Submitted for RFA No.: DOES-FS-2020
- b. RFA No.: DOES-FS-2020



Department of Employment Services

NOGA No. DOES-FS-2020

SIGNATURES

NOGA: DOES-FS-2020-10

Grantee: JMG Productions, Inc.

Federal Tax ID Number: [REDACTED]

Grant Amount: \$10,000.00

Authorized Representative Name: Joëlle Mireille Goode

Authorized Representative Title: Executive Director

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the terms of NOGA: DOES-FS-2020-10 the attached proposal submitted in response to RFA No.: DOES-FS-2020 and that the statements and certifications included in this NOGA are true and accurate.

On behalf of Grantee, I understand and agree to the terms and conditions of this NOGA and RFA No.: RFA No.: DOES-FS-2020 and hereby certify my authority to execute this NOGA on Grantee's behalf.

Joëlle Mireille Goode 8/11/20
Signature of Authorized Representative Date

Joëlle Mireille Goode
Printed Name of Authorized Representative

Executive Director
Title of Authorized Representative

To Be Completed by The District of Columbia:

Nicole Chapple 08/13/2020
Nicole Chapple Date
Department of Employment Services
Grant Officer

Grantee's Initials: JMG

**NOTICE OF GRANT AWARD (NOGA)**

Information Page

RFA No.: DOES-FS-2020

NOGA No.: DOES-FS-2020-11

Grantee: The Center for Innovation, Research, and Transformation in Education (CIRTE)

Award Begin Date: August 6, 2020

Award End Date: September 30, 2020

Grant Award Amount: \$10,000.00

DOES Grant Officer Point of Contact Information:

Name: Nicole Chapple

Email: Nicole.chapple@dc.gov

Phone: 202-671-1900

DOES Grant Specialist Contact Information:

Name: LaShaun Basil

Email: lashaun.basil@dc.gov

Phone: 202-671-4128

DOES Performance Monitoring Point of Contact Information:

Name: Porscha Mills

Email: porscha.mills@dc.gov

Phone: 202-698-4125

DOES Program Office Point of Contact Information:

Name: Christina Brew

Email: christina.brew@dc.gov

Phone: 202-698-4125

Grantee Point of Contact Information:

Name: Cedric Thompson

Email: Cedric.Thompson@thecirte.com

Phone: 202-730-8980

Tax ID#/EIN: [REDACTED]

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-FS-2020-11 between DOES and The Center for Innovation, Research, and Transformation in Education. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50, and D.C. Code § 1-328.05, as amended.

I. BACKGROUND

DOES' mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. DOES provides a range of programs and services to job seekers and employers, including MBSYEP.

MBSYEP is a locally funded program administered by DOES OYP that provides District youth ages 14 to 24 with enriching and constructive summer work experiences through subsidized placements in the non-profit, private, and government sectors.

Through MBSYEP, DOES strives to provide youth with the opportunity to:

1. Earn money and gain meaningful work experience;
2. Learn and develop the skills, attitudes, and commitment necessary to succeed in today's world of work;
3. Gain exposure to various exciting career industries; and
4. Interact with dynamic working professionals in a positive work environment.

Though MBSYEP is a short-term employment and training program, our goal is to introduce our youth to employers who will positively impact their futures. Employers in the Washington, DC, metropolitan area makes this annual program possible by volunteering to serve as Host Employers and providing structured job opportunities for youth during the summer.

II. SCOPE

The Department of Employment Services, Office of Youth Programs (OYP) is seeking grantees to provide follow-up services to DC youth between the ages of 14 and 17 that participated in the 2020 Marion Barry Summer Youth Employment Program (MBSYEP).

A. Pre-Program Requirements

1. Prior to the start of the program, Grantee must successfully complete:
 - a. DOES technical site visit inspection;
 - b. DOES Virtual Orientation;
 - c. All DOES mandatory meetings

B. Program Requirements

Grantee must successfully complete the following during the period of performance:

- a) The grantee shall provide monthly progress reports documenting the progress and attendance of all participants enrolled in the program.
- b) At the end of the program, the grantee shall provide a program completion spreadsheet that documents all participants who have satisfied all requirements for the program.
- c) The grantee shall collect and report statistical information as requested by DOES, including individual-level data on enrollment, participant demographics, specific services provided, and participation in workshops and other programs specific related activities and outcomes.
- d) Grantees will be required to participate in ongoing monitoring and evaluation activities led by DOES designated evaluator. These may include technical/virtual site visits, surveys, interviews, focus groups, administrative records review, and other data collection and evaluation strategies.
- e) Collect data regarding contact with Limited English Proficient (LEP) and Non-English Proficient (NEP) participants and report this data to DOES Language Access Coordinator on a quarterly basis.
- f) Provide interpretation services and translation of vital documents to LEP/NEP customers. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- g) Incorporate the provided DOES logos, taglines, identifiers, and/or other branding on all products, programs, activities, services, resources, and related property and materials funded by DOES.
- h) Attend and comply with all DOES meetings, onboarding trainings, requests, etc.

C. Reporting/Deliverables

The required program reports and deliverables are described below and shall be submitted to Program Point of Contact and Grant Specialist identified on the Information Page via email in accordance with the below timeline.

Deliverables

In addition to the milestones and outcomes, the grantee must provide the following deliverables:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Sign-in Sheets	1	Via email	Weekly

Item 2	Work Plan	1	Via email	Upon award
Item 3	Customer Service Survey	1	Via email	9/1/2020

Reports

In addition to the milestones and outcomes, the grantee must provide the following reports:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Program Performance Report	1	Via email	September 30, 2020
Item 2	Monthly Status Report	1	Via email	Monthly by the 10th of the subsequent month
Item 3	Monthly Expenditure Report	1	Via email	Monthly by the 10th of the subsequent month
Item 4	Closeout Report	1	Via email	30 days after the grant end date
Item 5	LEP/NEP Report	1	Via email	Quarterly

DOES will have sole ownership and control of all created materials created, information gathered deliverables. The Grantee must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

D. Changes to Scope

Any changes to the scope and/or grant funding must be approved in writing by the Grant Monitor designated in this NOGA, and the Grant Officer and/or the DOES Director. The Grantee shall submit written notice of any changes in programming, staffing and site location within twenty-four (24) hours of the change. Any programming, staffing or site location changes must be approved by DOES, prior to the proposed change.

PERIOD OF PERFORMANCE

The Follow-up Service Grant will operate from the date of award through September 30, 2020.

A. Option Years

DOES reserves the sole right to exercise four option years beyond the original period of performance, contingent upon the availability of funding and satisfactory performance from the Grantee. The funding amount for the option year will be determined by DOES and all terms and requirements of the original grant will apply unless modified by DOES. Any modifications to the NOGA shall occur, prior to the termination or expiration of the NOGA.

III. GRANT FUNDING



Funds for this Grant are provided by DOES. This program was designed by the Grantee, based on the requirements provided and approved by DOES. Grantee will be subject to requirements set forth in RFA No.: DOES-FS-2020 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-FS-2020, this NOGA and the attached proposal.

Grant Funding Amount

The grant amount is determined by the issuing DOES office or department and current funding availability.

A. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the NOGA. There are two (2) payment categories listed below each representing a specific percentage of the total grant amount:

Payment 1: Base Payment: (50%)

The base payment is contingent on successful completion of the following:

- Virtual Orientation
- Work Plan

Payment 2: (50%)

In order to receive payment grantee must submit the following:

- Sign-in Sheets
- Attestation of customer experience survey results

If the grantee does not comply with the NOGA, applicable federal and District laws and regulations, then the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

Grantees shall submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov>. If your organization is not a registered user on the portal, the site will walk you through the steps for registering. Grantees are required to register on the vendor portal, prior to submitting an invoice. If you have any questions, you can contact the E-Invoicing Support Desk at (202) 741 – 5200 or at dcvendorportal@dc.gov.

B. Anti-Deficiency Considerations

The Grantee shall acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349,

1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

IV. MONITORING

DOES staff is responsible for monitoring and evaluating the program and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, Grantee shall provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine Grantee's level of compliance with federal and/or District requirements and to identify specifically whether Grantee's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of Grantee's normal course of programs and activities. Monitoring may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Monitoring may result in corrective action. Monitoring could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

V. COMPLIANCE

Grantee shall be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. Grantee cannot be listed on any federal or local excluded parties list.

Grantees shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials, created as a part of this program and funded by DOES.

In accordance with Title VI of the Civil Rights Act of 1964, as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

Grantee shall train all personnel working on the program funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. The required language access training shall be approved by the DC Office of Human Rights. Grantee is required to report dates and attendees of the training to the DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Monthly Reporting System.

2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All program staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their families. Grantee shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all program staff and volunteers who will be working on the program.

B. Additional Requirements

1. Indemnification Clause

The Grantee agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from, arising out of, or in any way connected to activities or work performed by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

The Grantee assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the NOGA. The Grantee shall also repair or replace any District property that is damaged by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Grantee where the underlying claim arises from the conduct, action, or omission of the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

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


Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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



and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

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

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance

or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

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

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

F. 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.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

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

The Government of the District of Columbia

And mailed to the attention of:

LaShaun N. Basil

Grant Specialist

(202) 671-4128

Lashaun.basil@dc.gov

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

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

List of Attachments:

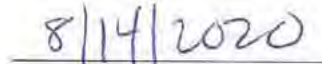
- a. Proposal Submitted for RFA No.: DOES-FS-2020
- b. RFA No.: DOES-FS-2020

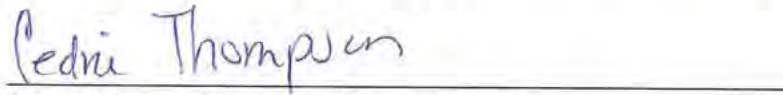
SIGNATURES**NOGA:** DOES-FS-2020-11**Grantee:** The Center for Innovation, Research, and Transformation in Education**Federal Tax ID Number:** [REDACTED]**Grant Amount:** \$10,000.00**Authorized Representative Name:** Cedric Thompson**Authorized Representative Title:** Chief Executive Officer


As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the terms of NOGA: DOES-FS-2020-11 the attached proposal submitted in response to RFA No.: DOES-FS-2020 and that the statements and certifications included in this NOGA are true and accurate.

On behalf of Grantee, I understand and agree to the terms and conditions of this NOGA and RFA No.: RFA No.: DOES-FS-2020 and hereby certify my authority to execute this NOGA on Grantee's behalf.


Signature of Authorized Representative


Date

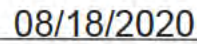

Printed Name of Authorized Representative


Title of Authorized Representative

To Be Completed by The District of Columbia:

Nicole
Chapple
Nicole Chapple
Department of Employment Services
Grant Officer

Digitally signed by Nicole Chapple
DN: cn=Nicole Chapple,
o=Department of Employment
Services, ou=Chief Operating Officer,
email=nicole.chapple@dc.gov, c=US
Date: 2020.08.18 14:34:03 -04'00'


Date



NOTICE OF GRANT AWARD (NOGA)

Information Page

RFA No.: DOES-FS-2020

NOGA No.: DOES-FS-2020-12

Grantee: H Street Main Street

Award Begin Date: August 6, 2020

Award End Date: September 30, 2020

Grant Award Amount: \$10,000.00

DOES Grant Officer Point of Contact Information:

Name: Nicole Chapple

Email: Nicole.chapple@dc.gov

Phone: 202-671-1900

DOES Grant Specialist Contact Information:

Name: LaShaun Basil

Email: lashaun.basil@dc.gov

Phone: 202-671-4128

DOES Performance Monitoring Point of Contact Information:

Name: Porscha Mills

Email: porscha.mills@dc.gov

Phone: 202-698-4125

DOES Program Office Point of Contact Information:

Name: Christina Brew

Email: christina.brew@dc.gov

Phone: 202-698-4125

Grantee Point of Contact Information:

Name: Kesia Minor

Email: Kesia.minor@hstreet.org

Phone: 202-543-0161

Tax ID#/EIN: [REDACTED]

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-FS-2020-12 between DOES and H Street Main Street. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50, and D.C. Code § 1-328.05, as amended.

I. BACKGROUND

DOES' mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. DOES provides a range of programs and services to job seekers and employers, including MBSYEP.

MBSYEP is a locally funded program administered by DOES OYP that provides District youth ages 14 to 24 with enriching and constructive summer work experiences through subsidized placements in the non-profit, private, and government sectors.

Through MBSYEP, DOES strives to provide youth with the opportunity to:

1. Earn money and gain meaningful work experience;
2. Learn and develop the skills, attitudes, and commitment necessary to succeed in today's world of work;
3. Gain exposure to various exciting career industries; and
4. Interact with dynamic working professionals in a positive work environment.

Though MBSYEP is a short-term employment and training program, our goal is to introduce our youth to employers who will positively impact their futures. Employers in the Washington, DC, metropolitan area makes this annual program possible by volunteering to serve as Host Employers and providing structured job opportunities for youth during the summer.

II. SCOPE

The Department of Employment Services, Office of Youth Programs (OYP) is seeking grantees to provide follow-up services to DC youth between the ages of 14 and 17 that participated in the 2020 Marion Barry Summer Youth Employment Program (MBSYEP).

A. Pre-Program Requirements

1. Prior to the start of the program, Grantee must successfully complete:
 - a. DOES technical site visit inspection;
 - b. DOES Virtual Orientation;
 - c. All DOES mandatory meetings

B. Program Requirements

Grantee must successfully complete the following during the period of performance:

- a) The grantee shall provide monthly progress reports documenting the progress and attendance of all participants enrolled in the program.
- b) At the end of the program, the grantee shall provide a program completion spreadsheet that documents all participants who have satisfied all requirements for the program.
- c) The grantee shall collect and report statistical information as requested by DOES, including individual-level data on enrollment, participant demographics, specific services provided, and participation in workshops and other programs specific related activities and outcomes.
- d) Grantees will be required to participate in ongoing monitoring and evaluation activities led by DOES designated evaluator. These may include technical/virtual site visits, surveys, interviews, focus groups, administrative records review, and other data collection and evaluation strategies.
- e) Collect data regarding contact with Limited English Proficient (LEP) and Non-English Proficient (NEP) participants and report this data to DOES Language Access Coordinator on a quarterly basis.
- f) Provide interpretation services and translation of vital documents to LEP/NEP customers. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- g) Incorporate the provided DOES logos, taglines, identifiers, and/or other branding on all products, programs, activities, services, resources, and related property and materials funded by DOES.
- h) Attend and comply with all DOES meetings, onboarding trainings, requests, etc.

C. Reporting/Deliverables

The required program reports and deliverables are described below and shall be submitted to Program Point of Contact and Grant Specialist identified on the Information Page via email in accordance with the below timeline.

Deliverables

In addition to the milestones and outcomes, the grantee must provide the following deliverables:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Sign-in Sheets	1	Via email	Weekly

Item 2	Work Plan	1	Via email	Upon award
Item 3	Customer Service Survey	1	Via email	9/1/2020

Reports

In addition to the milestones and outcomes, the grantee must provide the following reports:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Program Performance Report	1	Via email	September 30, 2020
Item 2	Monthly Status Report	1	Via email	Monthly by the 10th of the subsequent month
Item 3	Monthly Expenditure Report	1	Via email	Monthly by the 10th of the subsequent month
Item 4	Closeout Report	1	Via email	30 days after the grant end date
Item 5	LEP/NEP Report	1	Via email	Quarterly

DOES will have sole ownership and control of all created materials created, information gathered deliverables. The Grantee must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

D. Changes to Scope

Any changes to the scope and/or grant funding must be approved in writing by the Grant Monitor designated in this NOGA, and the Grant Officer and/or the DOES Director. The Grantee shall submit written notice of any changes in programming, staffing and site location within twenty-four (24) hours of the change. Any programming, staffing or site location changes must be approved by DOES, prior to the proposed change.

PERIOD OF PERFORMANCE

The Follow-up Service Grant will operate from the date of award through September 30, 2020.

A. Option Years

DOES reserves the sole right to exercise four option years beyond the original period of performance, contingent upon the availability of funding and satisfactory performance from the Grantee. The funding amount for the option year will be determined by DOES and all terms and requirements of the original grant will apply unless modified by DOES. Any modifications to the NOGA shall occur, prior to the termination or expiration of the NOGA.

III. GRANT FUNDING

Funds for this Grant are provided by DOES. This program was designed by the Grantee, based on the requirements provided and approved by DOES. Grantee will be subject to requirements set forth in RFA No.: DOES-FS-2020 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-FS-2020, this NOGA and the attached proposal.

Grant Funding Amount

The grant amount is determined by the issuing DOES office or department and current funding availability.

A. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the NOGA. There are two (2) payment categories listed below each representing a specific percentage of the total grant amount:

Payment 1: Base Payment: (50%)

The base payment is contingent on successful completion of the following:

- Virtual Orientation
- Work Plan

Payment 2: (50%)

In order to receive payment grantee must submit the following:

- Sign-in Sheets
- Attestation of customer experience survey results

If the grantee does not comply with the NOGA, applicable federal and District laws and regulations, then the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

Grantees shall submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov>. If your organization is not a registered user on the portal, the site will walk you through the steps for registering. Grantees are required to register on the vendor portal, prior to submitting an invoice. If you have any questions, you can contact the E-Invoicing Support Desk at (202) 741 – 5200 or at dcvendorportal@dc.gov.

B. Anti-Deficiency Considerations

The Grantee shall acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349,

1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

IV. MONITORING

DOES staff is responsible for monitoring and evaluating the program and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, Grantee shall provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine Grantee's level of compliance with federal and/or District requirements and to identify specifically whether Grantee's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of Grantee's normal course of programs and activities. Monitoring may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Monitoring may result in corrective action. Monitoring could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

V. COMPLIANCE

Grantee shall be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. Grantee cannot be listed on any federal or local excluded parties list.

Grantees shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials, created as a part of this program and funded by DOES.

In accordance with Title VI of the Civil Rights Act of 1964, as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

Grantee shall train all personnel working on the program funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. The required language access training shall be approved by the DC Office of Human Rights. Grantee is required to report dates and attendees of the training to the DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Monthly Reporting System.

If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the Grantee to ensure compliance.

The Grantee shall comply with all the applicable District and Federal statutes and regulations, as may be amended from time to time, including the below list.

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion)
- Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.
- Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20
- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01
- Universal Paid Leave Act, D.C. Official Code § 32-541.01 et seq.

A. Confidentiality of Records

DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. Grantee must demonstrate an ability to maintain the confidentiality of information. Specifically, the Grantee must agree to and abide by the following conditions.

1. Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.

2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All program staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their families. Grantee shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all program staff and volunteers who will be working on the program.

B. Additional Requirements

1. Indemnification Clause

The Grantee agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the “District”) from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys’ fees), resulting from, arising out of, or in any way connected to activities or work performed by the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

The Grantee assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the NOGA. The Grantee shall also repair or replace any District property that is damaged by the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Grantee where the underlying claim arises from the conduct, action, or omission of the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

2. Insurance

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

Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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

and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance

or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

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

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

F. 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.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

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

The Government of the District of Columbia

And mailed to the attention of:

LaShaun N. Basil

Grant Specialist

(202) 671-4128

Lashaun.basil@dc.gov

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

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

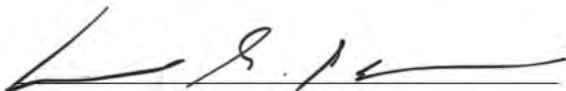
List of Attachments:

- a. Proposal Submitted for RFA No.: DOES-FS-2020
- b. RFA No.: DOES-FS-2020

SIGNATURES**NOGA:** DOES-FS-2020-12**Grantee:** H Street Main Street**Federal Tax ID Number:** [REDACTED]**Grant Amount:** \$10,000.00**Authorized Representative Name:** Cedric Thompson**Authorized Representative Title:** Chief Executive Officer

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the terms of NOGA: DOES-FS-2020-12 the attached proposal submitted in response to RFA No.: DOES-FS-2020 and that the statements and certifications included in this NOGA are true and accurate.

On behalf of Grantee, I understand and agree to the terms and conditions of this NOGA and RFA No.: RFA No.: DOES-FS-2020 and hereby certify my authority to execute this NOGA on Grantee's behalf.



Signature of Authorized Representative

August 12, 2020

Date

Anwar Saleem

Printed Name of Authorized Representative

Executive Director

Title of Authorized Representative

To Be Completed by The District of Columbia:**Nicole
Chapple**Digitally signed by Nicole Chapple
DN: cn=Nicole Chapple, o=Department of
Employment Services, ou=Chief Operating
Officer, email=nicole.chapple@dc.gov, c=US
Date: 2020.08.14 13:16:33 -040008/14/2020Nicole Chapple
Department of Employment Services
Grant Officer

Date



NOTICE OF GRANT AWARD (NOGA)

Information Page

RFA No.: DOES-FS-2020

NOGA No.: DOES-FS-2020-13

Grantee: KBEC Group, Inc.

Award Begin Date: August 6, 2020

Award End Date: September 30, 2020

Grant Award Amount: \$10,000.00

DOES Grant Officer Point of Contact Information:

Name: Nicole Chapple

Email: Nicole.chapple@dc.gov

Phone: 202-671-1900

DOES Grant Specialist Contact Information:

Name: LaShaun Basil

Email: lashaun.basil@dc.gov

Phone: 202-671-4128

DOES Performance Monitoring Point of Contact Information:

Name: Porscha Mills

Email: porscha.mills@dc.gov

Phone: 202-698-4125

DOES Program Office Point of Contact Information:

Name: Christina Brew

Email: christina.brew@dc.gov

Phone: 202-698-4125

Grantee Point of Contact Information:

Name: Kimberly Hood-Berry Jelks

Email: khbjelks@kbecgroup.com

Phone: 202-543-0161

Tax ID#/EIN: [REDACTED]


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The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-FS-2020-13 between DOES and KBEC Group, Inc. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50, and D.C. Code § 1-328.05, as amended.

I. BACKGROUND

DOES' mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. DOES provides a range of programs and services to job seekers and employers, including MBSYEP.

MBSYEP is a locally funded program administered by DOES OYP that provides District youth ages 14 to 24 with enriching and constructive summer work experiences through subsidized placements in the non-profit, private, and government sectors.

Through MBSYEP, DOES strives to provide youth with the opportunity to:

1. Earn money and gain meaningful work experience;
2. Learn and develop the skills, attitudes, and commitment necessary to succeed in today's world of work;
3. Gain exposure to various exciting career industries; and
4. Interact with dynamic working professionals in a positive work environment.

Though MBSYEP is a short-term employment and training program, our goal is to introduce our youth to employers who will positively impact their futures. Employers in the Washington, DC, metropolitan area makes this annual program possible by volunteering to serve as Host Employers and providing structured job opportunities for youth during the summer.

II. SCOPE

The Department of Employment Services, Office of Youth Programs (OYP) is seeking grantees to provide follow-up services to DC youth between the ages of 14 and 17 that participated in the 2020 Marion Barry Summer Youth Employment Program (MBSYEP).

A. Pre-Program Requirements

1. Prior to the start of the program, Grantee must successfully complete:
 - a. DOES technical site visit inspection;
 - b. DOES Virtual Orientation;
 - c. All DOES mandatory meetings

B. Program Requirements

Grantee must successfully complete the following during the period of performance:

- a) The grantee shall provide monthly progress reports documenting the progress and attendance of all participants enrolled in the program.
- b) At the end of the program, the grantee shall provide a program completion spreadsheet that documents all participants who have satisfied all requirements for the program.
- c) The grantee shall collect and report statistical information as requested by DOES, including individual-level data on enrollment, participant demographics, specific services provided, and participation in workshops and other programs specific related activities and outcomes.
- d) Grantees will be required to participate in ongoing monitoring and evaluation activities led by DOES designated evaluator. These may include technical/virtual site visits, surveys, interviews, focus groups, administrative records review, and other data collection and evaluation strategies.
- e) Collect data regarding contact with Limited English Proficient (LEP) and Non-English Proficient (NEP) participants and report this data to DOES Language Access Coordinator on a quarterly basis.
- f) Provide interpretation services and translation of vital documents to LEP/NEP customers. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- g) Incorporate the provided DOES logos, taglines, identifiers, and/or other branding on all products, programs, activities, services, resources, and related property and materials funded by DOES.
- h) Attend and comply with all DOES meetings, onboarding trainings, requests, etc.

C. Reporting/Deliverables

The required program reports and deliverables are described below and shall be submitted to Program Point of Contact and Grant Specialist identified on the Information Page via email in accordance with the below timeline.

Deliverables

In addition to the milestones and outcomes, the grantee must provide the following deliverables:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Sign-in Sheets	1	Via email	Weekly

Item 2	Work Plan	1	Via email	Upon award
Item 3	Customer Service Survey	1	Via email	9/1/2020

Reports

In addition to the milestones and outcomes, the grantee must provide the following reports:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Program Performance Report	1	Via email	September 30, 2020
Item 2	Monthly Status Report	1	Via email	Monthly by the 10th of the subsequent month
Item 3	Monthly Expenditure Report	1	Via email	Monthly by the 10th of the subsequent month
Item 4	Closeout Report	1	Via email	30 days after the grant end date
Item 5	LEP/NEP Report	1	Via email	Quarterly

DOES will have sole ownership and control of all created materials created, information gathered deliverables. The Grantee must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

D. Changes to Scope

Any changes to the scope and/or grant funding must be approved in writing by the Grant Monitor designated in this NOGA, and the Grant Officer and/or the DOES Director. The Grantee shall submit written notice of any changes in programming, staffing and site location within twenty-four (24) hours of the change. Any programming, staffing or site location changes must be approved by DOES, prior to the proposed change.

PERIOD OF PERFORMANCE

The Follow-up Service Grant will operate from the date of award through September 30, 2020.

A. Option Years

DOES reserves the sole right to exercise four option years beyond the original period of performance, contingent upon the availability of funding and satisfactory performance from the Grantee. The funding amount for the option year will be determined by DOES and all terms and requirements of the original grant will apply unless modified by DOES. Any modifications to the NOGA shall occur, prior to the termination or expiration of the NOGA.

III. GRANT FUNDING

Funds for this Grant are provided by DOES. This program was designed by the Grantee, based on the requirements provided and approved by DOES. Grantee will be subject to requirements set forth in RFA No.: DOES-FS-2020 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-FS-2020, this NOGA and the attached proposal.

Grant Funding Amount

The grant amount is determined by the issuing DOES office or department and current funding availability.

A. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the NOGA. There are two (2) payment categories listed below each representing a specific percentage of the total grant amount:

Payment 1: Base Payment: (50%)

The base payment is contingent on successful completion of the following:

- Virtual Orientation
- Work Plan

Payment 2: (50%)

In order to receive payment grantee must submit the following:

- Sign-in Sheets
- Attestation of customer experience survey results

If the grantee does not comply with the NOGA, applicable federal and District laws and regulations, then the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

Grantees shall submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov>. If your organization is not a registered user on the portal, the site will walk you through the steps for registering. Grantees are required to register on the vendor portal, prior to submitting an invoice. If you have any questions, you can contact the E-Invoicing Support Desk at (202) 741 – 5200 or at dcvendorportal@dc.gov.

B. Anti-Deficiency Considerations

The Grantee shall acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349,



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1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

IV. MONITORING

DOES staff is responsible for monitoring and evaluating the program and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, Grantee shall provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine Grantee's level of compliance with federal and/or District requirements and to identify specifically whether Grantee's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of Grantee's normal course of programs and activities. Monitoring may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Monitoring may result in corrective action. Monitoring could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

V. COMPLIANCE

Grantee shall be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. Grantee cannot be listed on any federal or local excluded parties list.

Grantees shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials, created as a part of this program and funded by DOES.

In accordance with Title VI of the Civil Rights Act of 1964, as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

Grantee shall train all personnel working on the program funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. The required language access training shall be approved by the DC Office of Human Rights. Grantee is required to report dates and attendees of the training to the DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Monthly Reporting System.

If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the Grantee to ensure compliance.

The Grantee shall comply with all the applicable District and Federal statutes and regulations, as may be amended from time to time, including the below list.

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion)
- Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.
- Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20
- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01
- Universal Paid Leave Act, D.C. Official Code § 32-541.01 et seq.

A. Confidentiality of Records

DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. Grantee must demonstrate an ability to maintain the confidentiality of information. Specifically, the Grantee must agree to and abide by the following conditions.

1. Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.

2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All program staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their families. Grantee shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all program staff and volunteers who will be working on the program.

B. Additional Requirements

1. Indemnification Clause

The Grantee agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from, arising out of, or in any way connected to activities or work performed by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

The Grantee assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the NOGA. The Grantee shall also repair or replace any District property that is damaged by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Grantee where the underlying claim arises from the conduct, action, or omission of the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

2. Insurance

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

Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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

and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance



or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

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

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

F. 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.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

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

The Government of the District of Columbia

And mailed to the attention of:

LaShaun N. Basil

Grant Specialist

(202) 671-4128

Lashaun.basil@dc.gov



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

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

List of Attachments:

- a. Proposal Submitted for RFA No.: DOES-FS-2020
- b. RFA No.: DOES-FS-2020



SIGNATURES

NOGA: DOES-FS-2020-13

Grantee: KBEC Group, Inc.

Federal Tax ID Number: [REDACTED]

Grant Amount: \$10,000.00

Authorized Representative Name: Kimberly Hood-Berry Jelks

Authorized Representative Title: President/Executive Director

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the terms of NOGA: DOES-FS-2020-13 the attached proposal submitted in response to RFA No.: DOES-FS-2020 and that the statements and certifications included in this NOGA are true and accurate.

On behalf of Grantee, I understand and agree to the terms and conditions of this NOGA and RFA No.: RFA No.: DOES-FS-2020 and hereby certify my authority to execute this NOGA on Grantee's behalf.



8/13/2020

Signature of Authorized Representative

Date

Kimberly Hood-Berry Jelks

Printed Name of Authorized Representative

President &
Executive Director
Title of Authorized Representative

To Be Completed by The District of Columbia:



08/13/2020

Nicole Chapple
Department of Employment Services
Grant Officer

Date



**NOTICE OF GRANT AWARD (NOGA)**

Information Page

RFA No.: DOES-FS-2020

NOGA No.: DOES-FS-2020-14

Grantee: Life Success Center

Award Begin Date: August 6, 2020

Award End Date: September 30, 2020

Grant Award Amount: \$10,000.00

DOES Grant Officer Point of Contact Information:

Name: Nicole Chapple

Email: Nicole.chapple@dc.gov

Phone: 202-671-1900

DOES Grant Specialist Contact Information:

Name: LaShaun Basil

Email: lashaun.basil@dc.gov

Phone: 202-671-4128

DOES Performance Monitoring Point of Contact Information:

Name: Porscha Mills

Email: porscha.mills@dc.gov

Phone: 202-698-4125

DOES Program Office Point of Contact Information:

Name: Christina Brew

Email: christina.brew@dc.gov

Phone: 202-698-4125

Grantee Point of Contact Information:

Name: Sheree Battle

Email: lifesuccesscenter@gmail.com

Phone: 202-390-9017

Tax ID#/EIN: [REDACTED]

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-FS-2020-14 between DOES and Life Success Center. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50, and D.C. Code § 1-328.05, as amended.

I. BACKGROUND

DOES' mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. DOES provides a range of programs and services to job seekers and employers, including MBSYEP.

MBSYEP is a locally funded program administered by DOES OYP that provides District youth ages 14 to 24 with enriching and constructive summer work experiences through subsidized placements in the non-profit, private, and government sectors.

Through MBSYEP, DOES strives to provide youth with the opportunity to:

1. Earn money and gain meaningful work experience;
2. Learn and develop the skills, attitudes, and commitment necessary to succeed in today's world of work;
3. Gain exposure to various exciting career industries; and
4. Interact with dynamic working professionals in a positive work environment.

Though MBSYEP is a short-term employment and training program, our goal is to introduce our youth to employers who will positively impact their futures. Employers in the Washington, DC, metropolitan area makes this annual program possible by volunteering to serve as Host Employers and providing structured job opportunities for youth during the summer.

II. SCOPE

The Department of Employment Services, Office of Youth Programs (OYP) is seeking grantees to provide follow-up services to DC youth between the ages of 14 and 17 that participated in the 2020 Marion Barry Summer Youth Employment Program (MBSYEP).

A. Pre-Program Requirements

- I. Prior to the start of the program, Grantee must successfully complete:
 - a. DOES technical site visit inspection;
 - b. DOES Virtual Orientation;
 - c. All DOES mandatory meetings

B. Program Requirements

Grantee must successfully complete the following during the period of performance:

- a) The grantee shall provide monthly progress reports documenting the progress and attendance of all participants enrolled in the program.
- b) At the end of the program, the grantee shall provide a program completion spreadsheet that documents all participants who have satisfied all requirements for the program.
- c) The grantee shall collect and report statistical information as requested by DOES, including individual-level data on enrollment, participant demographics, specific services provided, and participation in workshops and other programs specific related activities and outcomes.
- d) Grantees will be required to participate in ongoing monitoring and evaluation activities led by DOES designated evaluator. These may include technical/virtual site visits, surveys, interviews, focus groups, administrative records review, and other data collection and evaluation strategies.
- e) Collect data regarding contact with Limited English Proficient (LEP) and Non-English Proficient (NEP) participants and report this data to DOES Language Access Coordinator on a quarterly basis.
- f) Provide interpretation services and translation of vital documents to LEP/NEP customers. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- g) Incorporate the provided DOES logos, taglines, identifiers, and/or other branding on all products, programs, activities, services, resources, and related property and materials funded by DOES.
- h) Attend and comply with all DOES meetings, onboarding trainings, requests, etc.

C. Reporting/Deliverables

The required program reports and deliverables are described below and shall be submitted to Program Point of Contact and Grant Specialist identified on the Information Page via email in accordance with the below timeline.

Deliverables

In addition to the milestones and outcomes, the grantee must provide the following deliverables:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Sign-in Sheets	1	Via email	Weekly

Item 2	Work Plan	1	Via email	Upon award
Item 3	Customer Service Survey	1	Via email	9/1/2020

Reports

In addition to the milestones and outcomes, the grantee must provide the following reports:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Program Performance Report	1	Via email	September 30, 2020
Item 2	Monthly Status Report	1	Via email	Monthly by the 10th of the subsequent month
Item 3	Monthly Expenditure Report	1	Via email	Monthly by the 10th of the subsequent month
Item 4	Closeout Report	1	Via email	30 days after the grant end date
Item 5	LEP/NEP Report	1	Via email	Quarterly

DOES will have sole ownership and control of all created materials created, information gathered deliverables. The Grantee must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

D. Changes to Scope

Any changes to the scope and/or grant funding must be approved in writing by the Grant Monitor designated in this NOGA, and the Grant Officer and/or the DOES Director. The Grantee shall submit written notice of any changes in programming, staffing and site location within twenty-four (24) hours of the change. Any programming, staffing or site location changes must be approved by DOES, prior to the proposed change.

PERIOD OF PERFORMANCE

The Follow-up Service Grant will operate from the date of award through September 30, 2020.

A. Option Years

DOES reserves the sole right to exercise four option years beyond the original period of performance, contingent upon the availability of funding and satisfactory performance from the Grantee. The funding amount for the option year will be determined by DOES and all terms and requirements of the original grant will apply unless modified by DOES. Any modifications to the NOGA shall occur, prior to the termination or expiration of the NOGA.

III. GRANT FUNDING

Funds for this Grant are provided by DOES. This program was designed by the Grantee, based on the requirements provided and approved by DOES. Grantee will be subject to requirements set forth in RFA No.: DOES-FS-2020 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-FS-2020, this NOGA and the attached proposal.

Grant Funding Amount

The grant amount is determined by the issuing DOES office or department and current funding availability.

A. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the NOGA. There are two (2) payment categories listed below each representing a specific percentage of the total grant amount:

Payment 1: Base Payment: (50%)

The base payment is contingent on successful completion of the following:

- Virtual Orientation
- Work Plan

Payment 2: (50%)

In order to receive payment grantee must submit the following:

- Sign-in Sheets
- Attestation of customer experience survey results

If the grantee does not comply with the NOGA, applicable federal and District laws and regulations, then the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

Grantees shall submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov>. If your organization is not a registered user on the portal, the site will walk you through the steps for registering. Grantees are required to register on the vendor portal, prior to submitting an invoice. If you have any questions, you can contact the E-Invoicing Support Desk at (202) 741 – 5200 or at dcvendorportal@dc.gov.

B. Anti-Deficiency Considerations

The Grantee shall acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349,

1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

IV. MONITORING

DOES staff is responsible for monitoring and evaluating the program and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, Grantee shall provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine Grantee's level of compliance with federal and/or District requirements and to identify specifically whether Grantee's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of Grantee's normal course of programs and activities. Monitoring may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Monitoring may result in corrective action. Monitoring could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

V. COMPLIANCE

Grantee shall be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. Grantee cannot be listed on any federal or local excluded parties list.

Grantees shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials, created as a part of this program and funded by DOES.

In accordance with Title VI of the Civil Rights Act of 1964, as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

Grantee shall train all personnel working on the program funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. The required language access training shall be approved by the DC Office of Human Rights. Grantee is required to report dates and attendees of the training to the DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Monthly Reporting System.

If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the Grantee to ensure compliance.

The Grantee shall comply with all the applicable District and Federal statutes and regulations, as may be amended from time to time, including the below list.

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion)
- Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.
- Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20
- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01
- Universal Paid Leave Act, D.C. Official Code § 32-541.01 et seq.

A. Confidentiality of Records

DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. Grantee must demonstrate an ability to maintain the confidentiality of information. Specifically, the Grantee must agree to and abide by the following conditions.

1. Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.

2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All program staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their families. Grantee shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all program staff and volunteers who will be working on the program.

B. Additional Requirements

1. Indemnification Clause

The Grantee agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from, arising out of, or in any way connected to activities or work performed by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

The Grantee assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the NOGA. The Grantee shall also repair or replace any District property that is damaged by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Grantee where the underlying claim arises from the conduct, action, or omission of the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

2. Insurance

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

Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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

and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance

or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

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

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

F. 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.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

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

The Government of the District of Columbia

And mailed to the attention of:

LaShaun N. Basil

Grant Specialist

(202) 671-4128

Lashaun.basil@dc.gov

or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

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The Government of the District of Columbia

And mailed to the attention of:

LaShaun N. Basil

Grant Specialist

(202) 671-4128

Lashaun.basil@dc.gov

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

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

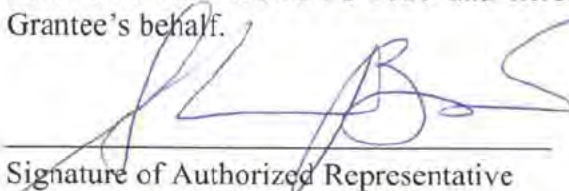
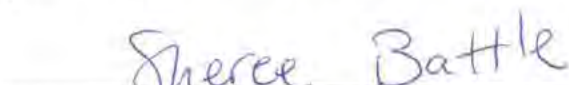
List of Attachments:

- a. Proposal Submitted for RFA No.: DOES-FS-2020
- b. RFA No.: DOES-FS-2020

SIGNATURES**NOGA:** DOES-FS-2020-14**Grantee:** Life Success Center**Federal Tax ID Number:** [REDACTED]**Grant Amount:** \$10,000.00**Authorized Representative Name:** Sheree Battle**Authorized Representative Title:** Executive Director


As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the terms of NOGA: DOES-FS-2020-14 the attached proposal submitted in response to RFA No.: DOES-FS-2020 and that the statements and certifications included in this NOGA are true and accurate.

On behalf of Grantee, I understand and agree to the terms and conditions of this NOGA and RFA No.: RFA No.: DOES-FS-2020 and hereby certify my authority to execute this NOGA on Grantee's behalf.


Signature of Authorized Representative
Date
Printed Name of Authorized Representative
Title of Authorized Representative**To Be Completed by The District of Columbia:**

Nicole Chapple
Nicole Chapple
Department of Employment Services
Grant Officer

Digitally signed by Nicole Chapple
DN: cn=Nicole Chapple,
o=Department of Employment
Services, ou=Chief Operating Officer,
email=nicole.chapple@dcd.gov, c=US
Date: 2020.08.18 14:32:49 -04'00'


Date



NOTICE OF GRANT AWARD (NOGA)

Information Page

RFA No.: DOES-FS-2020

NOGA No.: DOES-FS-2020-15

Grantee: Honor U Performance Arts Academy

Award Begin Date: August 6, 2020

Award End Date: September 30, 2020

Grant Award Amount: \$10,000.00

DOES Grant Officer Point of Contact Information:

Name: Nicole Chapple

Email: Nicole.chapple@dc.gov

Phone: 202-671-1900

DOES Grant Specialist Contact Information:

Name: LaShaun Basil

Email: lashaun.basil@dc.gov

Phone: 202-671-4128

DOES Performance Monitoring Point of Contact Information:

Name: Porscha Mills

Email: porscha.mills@dc.gov

Phone: 202-698-4125

DOES Program Office Point of Contact Information:

Name: Christina Brew

Email: christina.brew@dc.gov

Phone: 202-698-4125

Grantee Point of Contact Information:

Name: LaTrice Amanda Strong

Email: la@honorupaa.org

Phone: 202-607-8786

Tax ID#/EIN: [REDACTED]

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-FS-2020-15 between DOES and Honor U Performance Arts Academy. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50, and D.C. Code § 1-328.05, as amended.

I. BACKGROUND

DOES' mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. DOES provides a range of programs and services to job seekers and employers, including MBSYEP.

MBSYEP is a locally funded program administered by DOES OYP that provides District youth ages 14 to 24 with enriching and constructive summer work experiences through subsidized placements in the non-profit, private, and government sectors.

Through MBSYEP, DOES strives to provide youth with the opportunity to:

1. Earn money and gain meaningful work experience;
2. Learn and develop the skills, attitudes, and commitment necessary to succeed in today's world of work;
3. Gain exposure to various exciting career industries; and
4. Interact with dynamic working professionals in a positive work environment.

Though MBSYEP is a short-term employment and training program, our goal is to introduce our youth to employers who will positively impact their futures. Employers in the Washington, DC, metropolitan area makes this annual program possible by volunteering to serve as Host Employers and providing structured job opportunities for youth during the summer.

II. SCOPE

The Department of Employment Services, Office of Youth Programs (OYP) is seeking grantees to provide follow-up services to DC youth between the ages of 14 and 17 that participated in the 2020 Marion Barry Summer Youth Employment Program (MBSYEP).

A. Pre-Program Requirements

1. Prior to the start of the program, Grantee must successfully complete:
 - a. DOES technical site visit inspection;
 - b. DOES Virtual Orientation;
 - c. All DOES mandatory meetings

B. Program Requirements

Grantee must successfully complete the following during the period of performance:

- a) The grantee shall provide monthly progress reports documenting the progress and attendance of all participants enrolled in the program.
- b) At the end of the program, the grantee shall provide a program completion spreadsheet that documents all participants who have satisfied all requirements for the program.
- c) The grantee shall collect and report statistical information as requested by DOES, including individual-level data on enrollment, participant demographics, specific services provided, and participation in workshops and other programs specific related activities and outcomes.
- d) Grantees will be required to participate in ongoing monitoring and evaluation activities led by DOES designated evaluator. These may include technical/virtual site visits, surveys, interviews, focus groups, administrative records review, and other data collection and evaluation strategies.
- e) Collect data regarding contact with Limited English Proficient (LEP) and Non-English Proficient (NEP) participants and report this data to DOES Language Access Coordinator on a quarterly basis.
- f) Provide interpretation services and translation of vital documents to LEP/NEP customers. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- g) Incorporate the provided DOES logos, taglines, identifiers, and/or other branding on all products, programs, activities, services, resources, and related property and materials funded by DOES.
- h) Attend and comply with all DOES meetings, onboarding trainings, requests, etc.

C. Reporting/Deliverables

The required program reports and deliverables are described below and shall be submitted to Program Point of Contact and Grant Specialist identified on the Information Page via email in accordance with the below timeline.

Deliverables

In addition to the milestones and outcomes, the grantee must provide the following deliverables:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Sign-in Sheets	1	Via email	Weekly

Item 2	Work Plan	1	Via email	Upon award
Item 3	Customer Service Survey	1	Via email	9/1/2020

Reports

In addition to the milestones and outcomes, the grantee must provide the following reports:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Program Performance Report	1	Via email	September 30, 2020
Item 2	Monthly Status Report	1	Via email	Monthly by the 10th of the subsequent month
Item 3	Monthly Expenditure Report	1	Via email	Monthly by the 10th of the subsequent month
Item 4	Closeout Report	1	Via email	30 days after the grant end date
Item 5	LEP/NEP Report	1	Via email	Quarterly

DOES will have sole ownership and control of all created materials created, information gathered deliverables. The Grantee must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

D. Changes to Scope

Any changes to the scope and/or grant funding must be approved in writing by the Grant Monitor designated in this NOGA, and the Grant Officer and/or the DOES Director. The Grantee shall submit written notice of any changes in programming, staffing and site location within twenty-four (24) hours of the change. Any programming, staffing or site location changes must be approved by DOES, prior to the proposed change.

PERIOD OF PERFORMANCE

The Follow-up Service Grant will operate from the date of award through September 30, 2020.

A. Option Years

DOES reserves the sole right to exercise four option years beyond the original period of performance, contingent upon the availability of funding and satisfactory performance from the Grantee. The funding amount for the option year will be determined by DOES and all terms and requirements of the original grant will apply unless modified by DOES. Any modifications to the NOGA shall occur, prior to the termination or expiration of the NOGA.

III. GRANT FUNDING

Funds for this Grant are provided by DOES. This program was designed by the Grantee, based on the requirements provided and approved by DOES. Grantee will be subject to requirements set forth in RFA No.: DOES-FS-2020 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-FS-2020, this NOGA and the attached proposal.

Grant Funding Amount

The grant amount is determined by the issuing DOES office or department and current funding availability.

A. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the NOGA. There are two (2) payment categories listed below each representing a specific percentage of the total grant amount:

Payment 1: Base Payment: (50%)

The base payment is contingent on successful completion of the following:

- Virtual Orientation
- Work Plan

Payment 2: (50%)

In order to receive payment grantee must submit the following:

- Sign-in Sheets
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If the grantee does not comply with the NOGA, applicable federal and District laws and regulations, then the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

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B. Anti-Deficiency Considerations

The Grantee shall acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349,

1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

IV. MONITORING

DOES staff is responsible for monitoring and evaluating the program and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, Grantee shall provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine Grantee's level of compliance with federal and/or District requirements and to identify specifically whether Grantee's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of Grantee's normal course of programs and activities. Monitoring may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Monitoring may result in corrective action. Monitoring could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

V. COMPLIANCE

Grantee shall be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. Grantee cannot be listed on any federal or local excluded parties list.

Grantees shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials, created as a part of this program and funded by DOES.

In accordance with Title VI of the Civil Rights Act of 1964, as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

Grantee shall train all personnel working on the program funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. The required language access training shall be approved by the DC Office of Human Rights. Grantee is required to report dates and attendees of the training to the DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Monthly Reporting System.

If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the Grantee to ensure compliance.

The Grantee shall comply with all the applicable District and Federal statutes and regulations, as may be amended from time to time, including the below list.

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion)
- Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.
- Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20
- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01
- Universal Paid Leave Act, D.C. Official Code § 32-541.01 et seq.

A. Confidentiality of Records

DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. Grantee must demonstrate an ability to maintain the confidentiality of information. Specifically, the Grantee must agree to and abide by the following conditions.

1. Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.

2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All program staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their families. Grantee shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all program staff and volunteers who will be working on the program.

B. Additional Requirements

1. Indemnification Clause

The Grantee agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the “District”) from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys’ fees), resulting from, arising out of, or in any way connected to activities or work performed by the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

The Grantee assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the NOGA. The Grantee shall also repair or replace any District property that is damaged by the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Grantee where the underlying claim arises from the conduct, action, or omission of the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

2. Insurance

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

Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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

and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance

or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

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

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

F. 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.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

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

The Government of the District of Columbia

And mailed to the attention of:

LaShaun N. Basil

Grant Specialist

(202) 671-4128

Lashaun.basil@dc.gov

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

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

List of Attachments:

- a. Proposal Submitted for RFA No.: DOES-FS-2020
- b. RFA No.: DOES-FS-2020

SIGNATURES**NOGA:** DOES-FS-2020-15**Grantee:** Honor U Performance Arts Academy**Federal Tax ID Number:** [REDACTED]**Grant Amount:** \$10,000.00**Authorized Representative Name:** Aaronson Clark**Authorized Representative Title:** Associate Director

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the terms of NOGA: DOES-FS-2020-15 the attached proposal submitted in response to RFA No.: DOES-FS-2020 and that the statements and certifications included in this NOGA are true and accurate.

On behalf of Grantee, I understand and agree to the terms and conditions of this NOGA and RFA No.: RFA No.: DOES-FS-2020 and hereby certify my authority to execute this NOGA on Grantee's behalf.

Aaronson Clark**8/11/2020**_____
Signature of Authorized Representative_____
Date**Aaronson Clark**_____
Printed Name of Authorized Representative**Associate Director**_____
Title of Authorized Representative**To Be Completed by The District of Columbia:**

Nicole Chapple

Nicole Chapple
Department of Employment Services
Grant Officer

Digitally signed by Nicole Chapple
DN: cn=Nicole Chapple,
o=Department of Employment
Services, ou=Chief Operating Officer,
email=nicole.chapple@dc.gov, c=US
Date: 2020.08.12 14:04:18 -04'00'

08/12/2020_____
Date

**NOTICE OF GRANT AWARD (NOGA)**

Information Page

REA No.: DOES-FS-2020

NOGA No.: DOES-FS-2020-16

Grantee: Connell Wise & Associates

Award Begin Date: August 6, 2020

Award End Date: September 30, 2020

Grant Award Amount: \$10,000.00

DOES Grant Officer Point of Contact Information:

Name: Nicole Chapple

Email: Nicole.chapple@dc.gov

Phone: 202-671-1900

DOES Grant Specialist Contact Information:

Name: LaShaun Basil

Email: lashaun.basil@dc.gov

Phone: 202-671-4128

DOES Performance Monitoring Point of Contact Information:

Name: Porscha Mills

Email: porscha.mills@dc.gov

Phone: 202-698-4125

DOES Program Office Point of Contact Information:

Name: Christina Brew

Email: christina.brew@dc.gov

Phone: 202-698-4125

Grantee Point of Contact Information:

Name: Dr. Connell Wise

Email: cwise@wise-associates.com

Phone: 202-765-0260

Tax ID#/EIN: [REDACTED]

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-FS-2020-16 between DOES and Connell Wise & Associate. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50, and D.C. Code § 1-328.05, as amended.

I. BACKGROUND

DOES' mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. DOES provides a range of programs and services to job seekers and employers, including MBSYEP.

MBSYEP is a locally funded program administered by DOES OYP that provides District youth ages 14 to 24 with enriching and constructive summer work experiences through subsidized placements in the non-profit, private, and government sectors.

Through MBSYEP, DOES strives to provide youth with the opportunity to:

1. Earn money and gain meaningful work experience;
2. Learn and develop the skills, attitudes, and commitment necessary to succeed in today's world of work;
3. Gain exposure to various exciting career industries; and
4. Interact with dynamic working professionals in a positive work environment.

Though MBSYEP is a short-term employment and training program, our goal is to introduce our youth to employers who will positively impact their futures. Employers in the Washington, DC, metropolitan area makes this annual program possible by volunteering to serve as Host Employers and providing structured job opportunities for youth during the summer.

II. SCOPE

The Department of Employment Services, Office of Youth Programs (OYP) is seeking grantees to provide follow-up services to DC youth between the ages of 14 and 17 that participated in the 2020 Marion Barry Summer Youth Employment Program (MBSYEP).

A. Pre-Program Requirements

1. Prior to the start of the program, Grantee must successfully complete:
 - a. DOES technical site visit inspection;
 - b. DOES Virtual Orientation;
 - c. All DOES mandatory meetings

B. Program Requirements

Grantee must successfully complete the following during the period of performance:

- a) The grantee shall provide monthly progress reports documenting the progress and attendance of all participants enrolled in the program.
- b) At the end of the program, the grantee shall provide a program completion spreadsheet that documents all participants who have satisfied all requirements for the program.
- c) The grantee shall collect and report statistical information as requested by DOES, including individual-level data on enrollment, participant demographics, specific services provided, and participation in workshops and other programs specific related activities and outcomes.
- d) Grantees will be required to participate in ongoing monitoring and evaluation activities led by DOES designated evaluator. These may include technical/virtual site visits, surveys, interviews, focus groups, administrative records review, and other data collection and evaluation strategies.
- e) Collect data regarding contact with Limited English Proficient (LEP) and Non-English Proficient (NEP) participants and report this data to DOES Language Access Coordinator on a quarterly basis.
- f) Provide interpretation services and translation of vital documents to LEP/NEP customers. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- g) Incorporate the provided DOES logos, taglines, identifiers, and/or other branding on all products, programs, activities, services, resources, and related property and materials funded by DOES.
- h) Attend and comply with all DOES meetings, onboarding trainings, requests, etc.

C. Reporting/Deliverables

The required program reports and deliverables are described below and shall be submitted to Program Point of Contact and Grant Specialist identified on the Information Page via email in accordance with the below timeline.

Deliverables

In addition to the milestones and outcomes, the grantee must provide the following deliverables:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Sign-in Sheets	1	Via email	Weekly

Item 2	Work Plan	1	Via email	Upon award
Item 3	Customer Service Survey	1	Via email	9/1/2020

Reports

In addition to the milestones and outcomes, the grantee must provide the following reports:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Program Performance Report	1	Via email	September 30, 2020
Item 2	Monthly Status Report	1	Via email	Monthly by the 10th of the subsequent month
Item 3	Monthly Expenditure Report	1	Via email	Monthly by the 10th of the subsequent month
Item 4	Closeout Report	1	Via email	30 days after the grant end date
Item 5	LEP/NEP Report	1	Via email	Quarterly

DOES will have sole ownership and control of all created materials created, information gathered deliverables. The Grantee must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

D. Changes to Scope

Any changes to the scope and/or grant funding must be approved in writing by the Grant Monitor designated in this NOGA, and the Grant Officer and/or the DOES Director. The Grantee shall submit written notice of any changes in programming, staffing and site location within twenty-four (24) hours of the change. Any programming, staffing or site location changes must be approved by DOES, prior to the proposed change.

PERIOD OF PERFORMANCE

The Follow-up Service Grant will operate from the date of award through September 30, 2020.

A. Option Years

DOES reserves the sole right to exercise four option years beyond the original period of performance, contingent upon the availability of funding and satisfactory performance from the Grantee. The funding amount for the option year will be determined by DOES and all terms and requirements of the original grant will apply unless modified by DOES. Any modifications to the NOGA shall occur, prior to the termination or expiration of the NOGA.

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Grant Funding Amount

The grant amount is determined by the issuing DOES office or department and current funding availability.

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The total amount of the grant award shall not exceed the amount specified within the NOGA. There are two (2) payment categories listed below each representing a specific percentage of the total grant amount:

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Grantees shall submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov>. If your organization is not a registered user on the portal, the site will walk you through the steps for registering. Grantees are required to register on the vendor portal, prior to submitting an invoice. If you have any questions, you can contact the E-Invoicing Support Desk at (202) 741 – 5200 or at dcvendorportal@dc.gov.

B. Anti-Deficiency Considerations

The Grantee shall acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349,

1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.4b, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

IV. MONITORING

DOES staff is responsible for monitoring and evaluating the program and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, Grantee shall provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine Grantee's level of compliance with federal and/or District requirements and to identify specifically whether Grantee's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of Grantee's normal course of programs and activities. Monitoring may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Monitoring may result in corrective action. Monitoring could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

V. COMPLIANCE

Grantee shall be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. Grantee cannot be listed on any federal or local excluded parties list.

Grantees shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials, created as a part of this program and funded by DOES.

In accordance with Title VI of the Civil Rights Act of 1964, as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

Grantee shall train all personnel working on the program funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. The required language access training shall be approved by the DC Office of Human Rights. Grantee is required to report dates and attendees of the training to the DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Monthly Reporting System.

If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the Grantee to ensure compliance.

The Grantee shall comply with all the applicable District and Federal statutes and regulations, as may be amended from time to time, including the below list.

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
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- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20
- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01
- Universal Paid Leave Act, D.C. Official Code § 32-541.01 et seq.

A. Confidentiality of Records

DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. Grantee must demonstrate an ability to maintain the confidentiality of information. Specifically, the Grantee must agree to and abide by the following conditions.

1. Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.

2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All program staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their families. Grantee shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all program staff and volunteers who will be working on the program.

B. Additional Requirements

1. Indemnification Clause

The Grantee agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from, arising out of, or in any way connected to activities or work performed by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

The Grantee assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the NOGA. The Grantee shall also repair or replace any District property that is damaged by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Grantee where the underlying claim arises from the conduct, action, or omission of the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

2. Insurance

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

Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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

and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

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

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance

or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

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

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

F. 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.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

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

The Government of the District of Columbia

And mailed to the attention of:

LaShaun N. Basil

Grant Specialist

(202) 671-4128

Lashaun.basil@dc.gov

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

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

List of Attachments:

- a. Proposal Submitted for RFA No.: DOES-FS-2020
- b. RFA No.: DOES-FS-2020

SIGNATURES

NOGA: DOES-FS-2020-16

Grantee: Connell Wise & Associate

Federal Tax ID Number: [REDACTED]

Grant Amount: \$10,000.00

Authorized Representative Name: Dr. Connell Wise

Authorized Representative Title: Founder & Managing Partner

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the terms of NOGA: DOES-FS-2020-16 the attached proposal submitted in response to RFA No.: DOES-FS-2020 and that the statements and certifications included in this NOGA are true and accurate.

On behalf of Grantee, I understand and agree to the terms and conditions of this NOGA and RFA No.: RFA No.: DOES-FS-2020 and hereby certify my authority to execute this NOGA on Grantee's behalf.

Connell Wise
Signature of Authorized Representative

8/12/20
Date

Connell Wise
Printed Name of Authorized Representative

Founder & CEO
Title of Authorized Representative

To Be Completed by The District of Columbia:

Nicole Chapple
Nicole Chapple
Department of Employment Services
Grant Officer

08/13/2020

Date

**NOTICE OF GRANT AWARD (NOGA)**

Information Page

RFA No.: DOES-FS-2020

NOGA No.: DOES-FS-2020-17

Grantee: The ArtsGroup

Award Begin Date: August 6, 2020

Award End Date: September 30, 2020

Grant Award Amount: \$10,000.00

DOES Grant Officer Point of Contact Information:

Name: Nicole Chapple

Email: Nicole.chapple@dc.gov

Phone: 202-671-1900

DOES Grant Specialist Contact Information:

Name: LaShaun Basil

Email: lashaun.basil@dc.gov

Phone: 202-671-4128

DOES Performance Monitoring Point of Contact Information:

Name: Porscha Mills

Email: porscha.mills@dc.gov

Phone: 202-698-4125

DOES Program Office Point of Contact Information:

Name: Christina Brew

Email: christina.brew@dc.gov

Phone: 202-698-4125

Grantee Point of Contact Information:

Name: Johnny West

Email: info@artsgroup.org

Phone: 202-681-7176

Tax ID#/EIN: [REDACTED]

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-FS-2020-17 between DOES and The ArtsGroup. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50, and D.C. Code § 1-328.05, as amended.

I. BACKGROUND

DOES' mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. DOES provides a range of programs and services to job seekers and employers, including MBSYEP.

MBSYEP is a locally funded program administered by DOES OYP that provides District youth ages 14 to 24 with enriching and constructive summer work experiences through subsidized placements in the non-profit, private, and government sectors.

Through MBSYEP, DOES strives to provide youth with the opportunity to:

1. Earn money and gain meaningful work experience;
2. Learn and develop the skills, attitudes, and commitment necessary to succeed in today's world of work;
3. Gain exposure to various exciting career industries; and
4. Interact with dynamic working professionals in a positive work environment.

Though MBSYEP is a short-term employment and training program, our goal is to introduce our youth to employers who will positively impact their futures. Employers in the Washington, DC, metropolitan area makes this annual program possible by volunteering to serve as Host Employers and providing structured job opportunities for youth during the summer.

II. SCOPE

The Department of Employment Services, Office of Youth Programs (OYP) is seeking grantees to provide follow-up services to DC youth between the ages of 14 and 17 that participated in the 2020 Marion Barry Summer Youth Employment Program (MBSYEP).

A. Pre-Program Requirements

1. Prior to the start of the program, Grantee must successfully complete:
 - a. DOES technical site visit inspection;
 - b. DOES Virtual Orientation;
 - c. All DOES mandatory meetings

B. Program Requirements

Grantee must successfully complete the following during the period of performance:

- a) The grantee shall provide monthly progress reports documenting the progress and attendance of all participants enrolled in the program.
- b) At the end of the program, the grantee shall provide a program completion spreadsheet that documents all participants who have satisfied all requirements for the program.
- c) The grantee shall collect and report statistical information as requested by DOES, including individual-level data on enrollment, participant demographics, specific services provided, and participation in workshops and other programs specific related activities and outcomes.
- d) Grantees will be required to participate in ongoing monitoring and evaluation activities led by DOES designated evaluator. These may include technical/virtual site visits, surveys, interviews, focus groups, administrative records review, and other data collection and evaluation strategies.
- e) Collect data regarding contact with Limited English Proficient (LEP) and Non-English Proficient (NEP) participants and report this data to DOES Language Access Coordinator on a quarterly basis.
- f) Provide interpretation services and translation of vital documents to LEP/NEP customers. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- g) Incorporate the provided DOES logos, taglines, identifiers, and/or other branding on all products, programs, activities, services, resources, and related property and materials funded by DOES.
- h) Attend and comply with all DOES meetings, onboarding trainings, requests, etc.

C. Reporting/Deliverables

The required program reports and deliverables are described below and shall be submitted to Program Point of Contact and Grant Specialist identified on the Information Page via email in accordance with the below timeline.

Deliverables

In addition to the milestones and outcomes, the grantee must provide the following deliverables:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Sign-in Sheets	1	Via email	Weekly

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Program Performance Report	1	Via email	September 30, 2020
Item 2	Monthly Status Report	1	Via email	Monthly by the 10th of the subsequent month
Item 3	Monthly Expenditure Report	1	Via email	Monthly by the 10th of the subsequent month
Item 4	Closeout Report	1	Via email	30 days after the grant end date
Item 5	LEP/NEP Report	1	Via email	Quarterly

Funds for this Grant are provided by DOES. This program was designed by the Grantee, based on the requirements provided and approved by DOES. Grantee will be subject to requirements set forth in RFA No.: DOES-FS-2020 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-FS-2020, this NOGA and the attached proposal.

Grant Funding Amount

The grant amount is determined by the issuing DOES office or department and current funding availability.

A. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the NOGA. There are two (2) payment categories listed below each representing a specific percentage of the total grant amount:

Payment 1: Base Payment: (50%)

The base payment is contingent on successful completion of the following:

- Virtual Orientation
- Work Plan

Payment 2: (50%)

In order to receive payment grantee must submit the following:

- Sign-in Sheets
- Attestation of customer experience survey results

If the grantee does not comply with the NOGA, applicable federal and District laws and regulations, then the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

Grantees shall submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov>. If your organization is not a registered user on the portal, the site will walk you through the steps for registering. Grantees are required to register on the vendor portal, prior to submitting an invoice. If you have any questions, you can contact the E-Invoicing Support Desk at (202) 741 – 5200 or at dcvendorportal@dc.gov.

B. Anti-Deficiency Considerations

The Grantee shall acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349,

1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

IV. MONITORING

DOES staff is responsible for monitoring and evaluating the program and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, Grantee shall provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine Grantee's level of compliance with federal and/or District requirements and to identify specifically whether Grantee's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of Grantee's normal course of programs and activities. Monitoring may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Monitoring may result in corrective action. Monitoring could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

V. COMPLIANCE

Grantee shall be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. Grantee cannot be listed on any federal or local excluded parties list.

Grantees shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials, created as a part of this program and funded by DOES.

In accordance with Title VI of the Civil Rights Act of 1964, as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

Grantee shall train all personnel working on the program funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. The required language access training shall be approved by the DC Office of Human Rights. Grantee is required to report dates and attendees of the training to the DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Monthly Reporting System.

If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the Grantee to ensure compliance.

The Grantee shall comply with all the applicable District and Federal statutes and regulations, as may be amended from time to time, including the below list.

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion)
- Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.
- Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20
- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01
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DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. Grantee must demonstrate an ability to maintain the confidentiality of information. Specifically, the Grantee must agree to and abide by the following conditions.

1. Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.

2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All program staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their families. Grantee shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all program staff and volunteers who will be working on the program.

B. Additional Requirements

1. Indemnification Clause

The Grantee agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from, arising out of, or in any way connected to activities or work performed by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

The Grantee assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the NOGA. The Grantee shall also repair or replace any District property that is damaged by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Grantee where the underlying claim arises from the conduct, action, or omission of the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

2. Insurance

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

Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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

and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance

or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

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

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

F. 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.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

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

The Government of the District of Columbia

And mailed to the attention of:
LaShaun N. Basil
Grant Specialist
(202) 671-4128
Lashaun.basil@dc.gov

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

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

List of Attachments:

- a. Proposal Submitted for RFA No.: DOES-FS-2020
- b. RFA No.: DOES-FS-2020

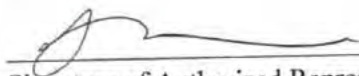
Department of Employment Services

NOGA No.: DOES-FS-2020

SIGNATURES**NOGA:** DOES-FS-2020-17**Grantee:** The ArtsGroup**Federal Tax ID Number:** [REDACTED]**Grant Amount:** \$10,000.00**Authorized Representative Name:** Johnny West**Authorized Representative Title:** Executive Director

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the terms of NOGA: DOES-FS-2020-17 the attached proposal submitted in response to RFA No.: DOES-FS-2020 and that the statements and certifications included in this NOGA are true and accurate.

On behalf of Grantee, I understand and agree to the terms and conditions of this NOGA and RFA No.: RFA No.: DOES-FS-2020 and hereby certify my authority to execute this NOGA on Grantee's behalf.


Signature of Authorized Representative

3/13/2020
Date

Johnny West
Printed Name of Authorized Representative

Executive Director
Title of Authorized Representative

To Be Completed by The District of Columbia:

Nicole Chapple
Digitally signed by Nicole Chapple
DN: cn=Nicole Chapple o=Department of
Employment Services ou=Chief Operating Officer
email=nicole.chapple@doh.dc.gov c=US
Date: 2020.08.14 13:17:20 -0400
Nicole Chapple
Department of Employment Services
Grant Officer

08/14/2020
Date

Grantee's Initials: JW

**NOTICE OF GRANT AWARD (NOGA)**

Information Page

RFA No.: DOES-FS-2020

NOGA No.: DOES-FS-2020-18

Grantee: Jlan Solutions, LLC

Award Begin Date: August 6, 2020

Award End Date: September 30, 2020

Grant Award Amount: \$10,000.00

DOES Grant Officer Point of Contact Information:

Name: Nicole Chapple

Email: Nicole.chapple@dc.gov

Phone: 202-671-1900

DOES Grant Specialist Contact Information:

Name: LaShaun Basil

Email: lashaun.basil@dc.gov

Phone: 202-671-4128

DOES Performance Monitoring Point of Contact Information:

Name: Porscha Mills

Email: porscha.mills@dc.gov

Phone: 202-698-4125

DOES Program Office Point of Contact Information:

Name: Christina Brew

Email: christina.brew@dc.gov

Phone: 202-698-4125

Grantee Point of Contact Information:

Name: Ronnette Meyers

Email: Ronnette.meyers@jlansolutions.com

Phone: 202-491-7036

Tax ID#/EIN: [REDACTED]

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-FS-2020-18 between DOES and Jlan Solutions, LLC. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50, and D.C. Code § 1-328.05, as amended.

I. BACKGROUND

DOES' mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. DOES provides a range of programs and services to job seekers and employers, including MBSYEP.

MBSYEP is a locally funded program administered by DOES OYP that provides District youth ages 14 to 24 with enriching and constructive summer work experiences through subsidized placements in the non-profit, private, and government sectors.

Through MBSYEP, DOES strives to provide youth with the opportunity to:

1. Earn money and gain meaningful work experience;
2. Learn and develop the skills, attitudes, and commitment necessary to succeed in today's world of work;
3. Gain exposure to various exciting career industries; and
4. Interact with dynamic working professionals in a positive work environment.

Though MBSYEP is a short-term employment and training program, our goal is to introduce our youth to employers who will positively impact their futures. Employers in the Washington, DC, metropolitan area makes this annual program possible by volunteering to serve as Host Employers and providing structured job opportunities for youth during the summer.

II. SCOPE

The Department of Employment Services, Office of Youth Programs (OYP) is seeking grantees to provide follow-up services to DC youth between the ages of 14 and 17 that participated in the 2020 Marion Barry Summer Youth Employment Program (MBSYEP).

A. Pre-Program Requirements

1. Prior to the start of the program, Grantee must successfully complete:
 - a. DOES technical site visit inspection;
 - b. DOES Virtual Orientation;
 - c. All DOES mandatory meetings

B. Program Requirements

Grantee must successfully complete the following during the period of performance:

- a) The grantee shall provide monthly progress reports documenting the progress and attendance of all participants enrolled in the program.
- b) At the end of the program, the grantee shall provide a program completion spreadsheet that documents all participants who have satisfied all requirements for the program.
- c) The grantee shall collect and report statistical information as requested by DOES, including individual-level data on enrollment, participant demographics, specific services provided, and participation in workshops and other programs specific related activities and outcomes.
- d) Grantees will be required to participate in ongoing monitoring and evaluation activities led by DOES designated evaluator. These may include technical/virtual site visits, surveys, interviews, focus groups, administrative records review, and other data collection and evaluation strategies.
- e) Collect data regarding contact with Limited English Proficient (LEP) and Non-English Proficient (NEP) participants and report this data to DOES Language Access Coordinator on a quarterly basis.
- f) Provide interpretation services and translation of vital documents to LEP/NEP customers. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- g) Incorporate the provided DOES logos, taglines, identifiers, and/or other branding on all products, programs, activities, services, resources, and related property and materials funded by DOES.
- h) Attend and comply with all DOES meetings, onboarding trainings, requests, etc.

C. Reporting/Deliverables

The required program reports and deliverables are described below and shall be submitted to Program Point of Contact and Grant Specialist identified on the Information Page via email in accordance with the below timeline.

Deliverables

In addition to the milestones and outcomes, the grantee must provide the following deliverables:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Sign-in Sheets	1	Via email	Weekly

Item 2	Work Plan	1	Via email	Upon award
Item 3	Customer Service Survey	1	Via email	9/1/2020

Reports

In addition to the milestones and outcomes, the grantee must provide the following reports:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Program Performance Report	1	Via email	September 30, 2020
Item 2	Monthly Status Report	1	Via email	Monthly by the 10th of the subsequent month
Item 3	Monthly Expenditure Report	1	Via email	Monthly by the 10th of the subsequent month
Item 4	Closeout Report	1	Via email	30 days after the grant end date
Item 5	LEP/NEP Report	1	Via email	Quarterly

DOES will have sole ownership and control of all created materials created, information gathered deliverables. The Grantee must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

D. Changes to Scope

Any changes to the scope and/or grant funding must be approved in writing by the Grant Monitor designated in this NOGA, and the Grant Officer and/or the DOES Director. The Grantee shall submit written notice of any changes in programming, staffing and site location within twenty-four (24) hours of the change. Any programming, staffing or site location changes must be approved by DOES, prior to the proposed change.

PERIOD OF PERFORMANCE

The Follow-up Service Grant will operate from the date of award through September 30, 2020.

A. Option Years

DOES reserves the sole right to exercise four option years beyond the original period of performance, contingent upon the availability of funding and satisfactory performance from the Grantee. The funding amount for the option year will be determined by DOES and all terms and requirements of the original grant will apply unless modified by DOES. Any modifications to the NOGA shall occur, prior to the termination or expiration of the NOGA.

III. GRANT FUNDING

Funds for this Grant are provided by DOES. This program was designed by the Grantee, based on the requirements provided and approved by DOES. Grantee will be subject to requirements set forth in RFA No.: DOES-FS-2020 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-FS-2020, this NOGA and the attached proposal.

Grant Funding Amount

The grant amount is determined by the issuing DOES office or department and current funding availability.

A. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the NOGA. There are two (2) payment categories listed below each representing a specific percentage of the total grant amount:

Payment 1: Base Payment: (50%)

The base payment is contingent on successful completion of the following:

- Virtual Orientation
- Work Plan

Payment 2: (50%)

In order to receive payment grantee must submit the following:

- Sign-in Sheets
- Attestation of customer experience survey results

If the grantee does not comply with the NOGA, applicable federal and District laws and regulations, then the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

Grantees shall submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov>. If your organization is not a registered user on the portal, the site will walk you through the steps for registering. Grantees are required to register on the vendor portal, prior to submitting an invoice. If you have any questions, you can contact the E-Invoicing Support Desk at (202) 741 – 5200 or at dcvendorportal@dc.gov.

B. Anti-Deficiency Considerations

The Grantee shall acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349,

1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

IV. MONITORING

DOES staff is responsible for monitoring and evaluating the program and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, Grantee shall provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine Grantee's level of compliance with federal and/or District requirements and to identify specifically whether Grantee's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of Grantee's normal course of programs and activities. Monitoring may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Monitoring may result in corrective action. Monitoring could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

V. COMPLIANCE

Grantee shall be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. Grantee cannot be listed on any federal or local excluded parties list.

Grantees shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials, created as a part of this program and funded by DOES.

In accordance with Title VI of the Civil Rights Act of 1964, as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

Grantee shall train all personnel working on the program funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. The required language access training shall be approved by the DC Office of Human Rights. Grantee is required to report dates and attendees of the training to the DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Monthly Reporting System.

If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the Grantee to ensure compliance.

The Grantee shall comply with all the applicable District and Federal statutes and regulations, as may be amended from time to time, including the below list.

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion)
- Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.
- Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20
- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01
- Universal Paid Leave Act, D.C. Official Code § 32-541.01 et seq.

A. Confidentiality of Records

DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. Grantee must demonstrate an ability to maintain the confidentiality of information. Specifically, the Grantee must agree to and abide by the following conditions.

1. Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.

2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All program staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their families. Grantee shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all program staff and volunteers who will be working on the program.

B. Additional Requirements

1. Indemnification Clause

The Grantee agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from, arising out of, or in any way connected to activities or work performed by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

The Grantee assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the NOGA. The Grantee shall also repair or replace any District property that is damaged by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Grantee where the underlying claim arises from the conduct, action, or omission of the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

2. Insurance

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

Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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

and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance

or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

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

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

F. 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.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

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

The Government of the District of Columbia

And mailed to the attention of:

LaShaun N. Basil

Grant Specialist

(202) 671-4128

Lashaun.basil@dc.gov

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

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

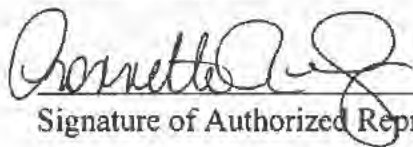
List of Attachments:

- a. Proposal Submitted for RFA No.: DOES-FS-2020
- b. RFA No.: DOES-FS-2020

SIGNATURES**NOGA:** DOES-FS-2020-18**Grantee:** Jlan Solutions, LLC.**Federal Tax ID Number:** [REDACTED]**Grant Amount:** \$10,000.00**Authorized Representative Name:** Ronnette Meyers**Authorized Representative Title:** CEO/President

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the terms of NOGA: DOES-FS-2020-18 the attached proposal submitted in response to RFA No.: DOES-FS-2020 and that the statements and certifications included in this NOGA are true and accurate.

On behalf of Grantee, I understand and agree to the terms and conditions of this NOGA and RFA No.: RFA No.: DOES-FS-2020 and hereby certify my authority to execute this NOGA on Grantee's behalf.



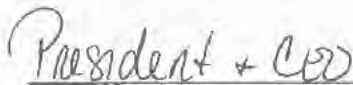
Signature of Authorized Representative

8/12/20

Date



Printed Name of Authorized Representative



Title of Authorized Representative

To Be Completed by The District of Columbia:

Nicole
Chapple

Digitally signed by Nicole Chapple
DN: cn=Nicole Chapple, o=Department of
Employment Services, ou=Chief Operating
Officer, email=nicole.chapple@dcs.gov, c=US
Date: 2020.08.14 13:18:16 -0400

08/14/2020

Date

Nicole Chapple
Department of Employment Services
Grant Officer



NOTICE OF GRANT AWARD (NOGA)

Information Page

RFA No.: DOES-FS-2020

NOGA No.: DOES-FS-2020-19

Grantee: Jules Youth Services

Award Begin Date: August 6, 2020

Award End Date: September 30, 2020

Grant Award Amount: \$10,000.00

DOES Grant Officer Point of Contact Information:

Name: Nicole Chapple

Email: Nicole.chapple@dc.gov

Phone: 202-671-1900

DOES Grant Specialist Contact Information:

Name: LaShaun Basil

Email: lashaun.basil@dc.gov

Phone: 202-671-4128

DOES Performance Monitoring Point of Contact Information:

Name: Porscha Mills

Email: porscha.mills@dc.gov

Phone: 202-698-4125

DOES Program Office Point of Contact Information:

Name: Christina Brew

Email: christina.brew@dc.gov

Phone: 202-698-4125

Grantee Point of Contact Information:

Name: Kettly Washington

Email: kwashington@jbejvs.org

Phone: 202-855-1080

Tax ID#/EIN: [REDACTED]

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-FS-2020-19 between DOES and Jules Youth Services. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50, and D.C. Code § 1-328.05, as amended.

I. BACKGROUND

DOES' mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. DOES provides a range of programs and services to job seekers and employers, including MBSYEP.

MBSYEP is a locally funded program administered by DOES OYP that provides District youth ages 14 to 24 with enriching and constructive summer work experiences through subsidized placements in the non-profit, private, and government sectors.

Through MBSYEP, DOES strives to provide youth with the opportunity to:

1. Earn money and gain meaningful work experience;
2. Learn and develop the skills, attitudes, and commitment necessary to succeed in today's world of work;
3. Gain exposure to various exciting career industries; and
4. Interact with dynamic working professionals in a positive work environment.

Though MBSYEP is a short-term employment and training program, our goal is to introduce our youth to employers who will positively impact their futures. Employers in the Washington, DC, metropolitan area makes this annual program possible by volunteering to serve as Host Employers and providing structured job opportunities for youth during the summer.

II. SCOPE

The Department of Employment Services, Office of Youth Programs (OYP) is seeking grantees to provide follow-up services to DC youth between the ages of 14 and 17 that participated in the 2020 Marion Barry Summer Youth Employment Program (MBSYEP).

A. Pre-Program Requirements

1. Prior to the start of the program, Grantee must successfully complete:
 - a. DOES technical site visit inspection;
 - b. DOES Virtual Orientation;
 - c. All DOES mandatory meetings

B. Program Requirements

Grantee must successfully complete the following during the period of performance:

- a) The grantee shall provide monthly progress reports documenting the progress and attendance of all participants enrolled in the program.
- b) At the end of the program, the grantee shall provide a program completion spreadsheet that documents all participants who have satisfied all requirements for the program.
- c) The grantee shall collect and report statistical information as requested by DOES, including individual-level data on enrollment, participant demographics, specific services provided, and participation in workshops and other programs specific related activities and outcomes.
- d) Grantees will be required to participate in ongoing monitoring and evaluation activities led by DOES designated evaluator. These may include technical/virtual site visits, surveys, interviews, focus groups, administrative records review, and other data collection and evaluation strategies.
- e) Collect data regarding contact with Limited English Proficient (LEP) and Non-English Proficient (NEP) participants and report this data to DOES Language Access Coordinator on a quarterly basis.
- f) Provide interpretation services and translation of vital documents to LEP/NEP customers. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- g) Incorporate the provided DOES logos, taglines, identifiers, and/or other branding on all products, programs, activities, services, resources, and related property and materials funded by DOES.
- h) Attend and comply with all DOES meetings, onboarding trainings, requests, etc.

C. Reporting/Deliverables

The required program reports and deliverables are described below and shall be submitted to Program Point of Contact and Grant Specialist identified on the Information Page via email in accordance with the below timeline.

Deliverables

In addition to the milestones and outcomes, the grantee must provide the following deliverables:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Sign-in Sheets	1	Via email	Weekly

Item 2	Work Plan	1	Via email	Upon award
Item 3	Customer Service Survey	1	Via email	9/1/2020

Reports

In addition to the milestones and outcomes, the grantee must provide the following reports:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Program Performance Report	1	Via email	September 30, 2020
Item 2	Monthly Status Report	1	Via email	Monthly by the 10th of the subsequent month
Item 3	Monthly Expenditure Report	1	Via email	Monthly by the 10th of the subsequent month
Item 4	Closeout Report	1	Via email	30 days after the grant end date
Item 5	LEP/NEP Report	1	Via email	Quarterly

DOES will have sole ownership and control of all created materials created, information gathered deliverables. The Grantee must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

D. Changes to Scope

Any changes to the scope and/or grant funding must be approved in writing by the Grant Monitor designated in this NOGA, and the Grant Officer and/or the DOES Director. The Grantee shall submit written notice of any changes in programming, staffing and site location within twenty-four (24) hours of the change. Any programming, staffing or site location changes must be approved by DOES, prior to the proposed change.

PERIOD OF PERFORMANCE

The Follow-up Service Grant will operate from the date of award through September 30, 2020.

A. Option Years

DOES reserves the sole right to exercise four option years beyond the original period of performance, contingent upon the availability of funding and satisfactory performance from the Grantee. The funding amount for the option year will be determined by DOES and all terms and requirements of the original grant will apply unless modified by DOES. Any modifications to the NOGA shall occur, prior to the termination or expiration of the NOGA.

III. GRANT FUNDING

Funds for this Grant are provided by DOES. This program was designed by the Grantee, based on the requirements provided and approved by DOES. Grantee will be subject to requirements set forth in RFA No.: DOES-FS-2020 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-FS-2020, this NOGA and the attached proposal.

Grant Funding Amount

The grant amount is determined by the issuing DOES office or department and current funding availability.

A. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the NOGA. There are two (2) payment categories listed below each representing a specific percentage of the total grant amount:

Payment 1: Base Payment: (50%)

The base payment is contingent on successful completion of the following:

- Virtual Orientation
- Work Plan

Payment 2: (50%)

In order to receive payment grantee must submit the following:

- Sign-in Sheets
- Attestation of customer experience survey results

If the grantee does not comply with the NOGA, applicable federal and District laws and regulations, then the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

Grantees shall submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov>. If your organization is not a registered user on the portal, the site will walk you through the steps for registering. Grantees are required to register on the vendor portal, prior to submitting an invoice. If you have any questions, you can contact the E-Invoicing Support Desk at (202) 741 – 5200 or at dcvendorportal@dc.gov.

B. Anti-Deficiency Considerations

The Grantee shall acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349,

1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

IV. MONITORING

DOES staff is responsible for monitoring and evaluating the program and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, Grantee shall provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine Grantee's level of compliance with federal and/or District requirements and to identify specifically whether Grantee's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of Grantee's normal course of programs and activities. Monitoring may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Monitoring may result in corrective action. Monitoring could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

V. COMPLIANCE

Grantee shall be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. Grantee cannot be listed on any federal or local excluded parties list.

Grantees shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials, created as a part of this program and funded by DOES.

In accordance with Title VI of the Civil Rights Act of 1964, as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

Grantee shall train all personnel working on the program funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. The required language access training shall be approved by the DC Office of Human Rights. Grantee is required to report dates and attendees of the training to the DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Monthly Reporting System.

If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the Grantee to ensure compliance.

The Grantee shall comply with all the applicable District and Federal statutes and regulations, as may be amended from time to time, including the below list.

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion)
- Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.
- Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20
- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01
- Universal Paid Leave Act, D.C. Official Code § 32-541.01 et seq.

A. Confidentiality of Records

DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. Grantee must demonstrate an ability to maintain the confidentiality of information. Specifically, the Grantee must agree to and abide by the following conditions.

1. Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.

2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All program staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their families. Grantee shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all program staff and volunteers who will be working on the program.

B. Additional Requirements

1. Indemnification Clause

The Grantee agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the “District”) from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys’ fees), resulting from, arising out of, or in any way connected to activities or work performed by the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

The Grantee assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the NOGA. The Grantee shall also repair or replace any District property that is damaged by the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Grantee where the underlying claim arises from the conduct, action, or omission of the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

2. Insurance

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

Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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

and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance

or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

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

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

F. 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.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

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

The Government of the District of Columbia

And mailed to the attention of:

LaShaun N. Basil

Grant Specialist

(202) 671-4128

Lashaun.basil@dc.gov

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

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

List of Attachments:

- a. Proposal Submitted for RFA No.: DOES-FS-2020
- b. RFA No.: DOES-FS-2020

SIGNATURES

NOGA: DOES-FS-2020-19

Grantee: Jules Youth Services

Federal Tax ID Number: [REDACTED]

Grant Amount: \$10,000.00

Authorized Representative Name: Kettly Washington

Authorized Representative Title: Director

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the terms of NOGA: DOES-FS-2020-19 the attached proposal submitted in response to RFA No.: DOES-FS-2020 and that the statements and certifications included in this NOGA are true and accurate.

On behalf of Grantee, I understand and agree to the terms and conditions of this NOGA and RFA No.: RFA No.: DOES-FS-2020 and hereby certify my authority to execute this NOGA on Grantee's behalf.

Kettly Washington
Signature of Authorized Representative

08/12/2020
Date

Kettly Washington
Printed Name of Authorized Representative

Program Director
Title of Authorized Representative

To Be Completed by The District of Columbia:

Nicole Chapple
Nicole Chapple
Department of Employment Services
Grant Officer

08/13/2020
Date

**NOTICE OF GRANT AWARD (NOGA)****Information Page**

RFA No.: DOES-FS-2020

NOGA No.: DOES-FS-2020-20

Grantee: College Tribe

Award Begin Date: August 6, 2020

Award End Date: September 30, 2020

Grant Award Amount: \$10,000.00

DOES Grant Officer Point of Contact Information:

Name: Nicole Chapple

Email: Nicole.chapple@dc.gov

Phone: 202-671-1900

DOES Grant Specialist Contact Information:

Name: LaShaun Basil

Email: lashaun.basil@dc.gov

Phone: 202-671-4128

DOES Performance Monitoring Point of Contact Information:

Name: Porscha Mills

Email: porscha.mills@dc.gov

Phone: 202-698-4125

DOES Program Office Point of Contact Information:

Name: Christina Brew

Email: christina.brew@dc.gov

Phone: 202-698-4125

Grantee Point of Contact Information:

Name: Jeronique Bartley

Email: jeronique@collegetribe.org

Phone: 240-403-1671

Tax ID#/EIN: [REDACTED]

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The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-FS-2020-20 between DOES and College Tribe. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50, and D.C. Code § 1-328.05, as amended.

I. BACKGROUND

DOES' mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. DOES provides a range of programs and services to job seekers and employers, including MBSYEP.

MBSYEP is a locally funded program administered by DOES OYP that provides District youth ages 14 to 24 with enriching and constructive summer work experiences through subsidized placements in the non-profit, private, and government sectors.

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1. Earn money and gain meaningful work experience;
2. Learn and develop the skills, attitudes, and commitment necessary to succeed in today's world of work;
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The Department of Employment Services, Office of Youth Programs (OYP) is seeking grantees to provide follow-up services to DC youth between the ages of 14 and 17 that participated in the 2020 Marion Barry Summer Youth Employment Program (MBSYEP).

A. Pre-Program Requirements

1. Prior to the start of the program, Grantee must successfully complete:
 - a. DOES technical site visit inspection;
 - b. DOES Virtual Orientation;
 - c. All DOES mandatory meetings

B. Program Requirements

Grantee must successfully complete the following during the period of performance:

- a) The grantee shall provide monthly progress reports documenting the progress and attendance of all participants enrolled in the program.
- b) At the end of the program, the grantee shall provide a program completion spreadsheet that documents all participants who have satisfied all requirements for the program.
- c) The grantee shall collect and report statistical information as requested by DOES, including individual-level data on enrollment, participant demographics, specific services provided, and participation in workshops and other programs specific related activities and outcomes.
- d) Grantees will be required to participate in ongoing monitoring and evaluation activities led by DOES designated evaluator. These may include technical/virtual site visits, surveys, interviews, focus groups, administrative records review, and other data collection and evaluation strategies.
- e) Collect data regarding contact with Limited English Proficient (LEP) and Non-English Proficient (NEP) participants and report this data to DOES Language Access Coordinator on a quarterly basis.
- f) Provide interpretation services and translation of vital documents to LEP/NEP customers. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- g) Incorporate the provided DOES logos, taglines, identifiers, and/or other branding on all products, programs, activities, services, resources, and related property and materials funded by DOES.
- h) Attend and comply with all DOES meetings, onboarding trainings, requests, etc.

C. Reporting/Deliverables

The required program reports and deliverables are described below and shall be submitted to Program Point of Contact and Grant Specialist identified on the Information Page via email in accordance with the below timeline.

Deliverables

In addition to the milestones and outcomes, the grantee must provide the following deliverables:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Sign-in Sheets	1	Via email	Weekly

Item 2	Work Plan	1	Via email	Upon award
Item 3	Customer Service Survey	1	Via email	9/1/2020

Reports

In addition to the milestones and outcomes, the grantee must provide the following reports:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Program Performance Report	1	Via email	September 30, 2020
Item 2	Monthly Status Report	1	Via email	Monthly by the 10th of the subsequent month
Item 3	Monthly Expenditure Report	1	Via email	Monthly by the 10th of the subsequent month
Item 4	Closeout Report	1	Via email	30 days after the grant end date
Item 5	LEP/NEP Report	1	Via email	Quarterly

DOES will have sole ownership and control of all created materials created, information gathered deliverables. The Grantee must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

D. Changes to Scope

Any changes to the scope and/or grant funding must be approved in writing by the Grant Monitor designated in this NOGA, and the Grant Officer and/or the DOES Director. The Grantee shall submit written notice of any changes in programming, staffing and site location within twenty-four (24) hours of the change. Any programming, staffing or site location changes must be approved by DOES, prior to the proposed change.

PERIOD OF PERFORMANCE

The Follow-up Service Grant will operate from the date of award through September 30, 2020.

A. Option Years

DOES reserves the sole right to exercise four option years beyond the original period of performance, contingent upon the availability of funding and satisfactory performance from the Grantee. The funding amount for the option year will be determined by DOES and all terms and requirements of the original grant will apply unless modified by DOES. Any modifications to the NOGA shall occur, prior to the termination or expiration of the NOGA.

III. GRANT FUNDING

Funds for this Grant are provided by DOES. This program was designed by the Grantee, based on the requirements provided and approved by DOES. Grantee will be subject to requirements set forth in RFA No.: DOES-FS-2020 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-FS-2020, this NOGA and the attached proposal.

Grant Funding Amount

The grant amount is determined by the issuing DOES office or department and current funding availability.

A. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the NOGA. There are two (2) payment categories listed below each representing a specific percentage of the total grant amount:

Payment 1: Base Payment: (50%)

The base payment is contingent on successful completion of the following:

- Virtual Orientation
- Work Plan

Payment 2: (50%)

In order to receive payment grantee must submit the following:

- Sign-in Sheets
- Attestation of customer experience survey results

If the grantee does not comply with the NOGA, applicable federal and District laws and regulations, then the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

Grantees shall submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov>. If your organization is not a registered user on the portal, the site will walk you through the steps for registering. Grantees are required to register on the vendor portal, prior to submitting an invoice. If you have any questions, you can contact the E-Invoicing Support Desk at (202) 741 – 5200 or at dcvendorportal@dc.gov.

B. Anti-Deficiency Considerations

The Grantee shall acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349,

1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

IV. MONITORING

DOES staff is responsible for monitoring and evaluating the program and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, Grantee shall provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine Grantee's level of compliance with federal and/or District requirements and to identify specifically whether Grantee's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of Grantee's normal course of programs and activities. Monitoring may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Monitoring may result in corrective action. Monitoring could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

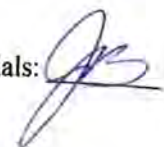
V. COMPLIANCE

Grantee shall be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. Grantee cannot be listed on any federal or local excluded parties list.

Grantees shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials, created as a part of this program and funded by DOES.

In accordance with Title VI of the Civil Rights Act of 1964, as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

Grantee shall train all personnel working on the program funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. The required language access training shall be approved by the DC Office of Human Rights. Grantee is required to report dates and attendees of the training to the DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Monthly Reporting System.



If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the Grantee to ensure compliance.

The Grantee shall comply with all the applicable District and Federal statutes and regulations, as may be amended from time to time, including the below list.

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion)
- Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.
- Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20
- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01
- Universal Paid Leave Act, D.C. Official Code § 32-541.01 et seq.

A. Confidentiality of Records

DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. Grantee must demonstrate an ability to maintain the confidentiality of information. Specifically, the Grantee must agree to and abide by the following conditions.

1. Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.

2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All program staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their families. Grantee shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all program staff and volunteers who will be working on the program.

B. Additional Requirements

1. Indemnification Clause

The Grantee agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from, arising out of, or in any way connected to activities or work performed by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

The Grantee assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the NOGA. The Grantee shall also repair or replace any District property that is damaged by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Grantee where the underlying claim arises from the conduct, action, or omission of the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

2. Insurance

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

Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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

and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

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

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance

Department of Employment Services

NOGA No.: DOES-FS-2020

or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

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

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

F. 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.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

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

The Government of the District of Columbia

And mailed to the attention of:


LaShaun N. Basil

Grant Specialist

(202) 671-4128

Lashaun.basil@dc.gov

Page 11 of 13

Grantee's Initials: 

Department of Employment Services

NOGA No.: DOES-FS-2020

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

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

List of Attachments:

- a. Proposal Submitted for RFA No.: DOES-FS-2020
- b. RFA No.: DOES-FS-2020



Department of Employment Services

NOGA No.: DOES-FS-2020

SIGNATURES

NOGA: DOES-FS-2020-20

Grantee: College Tribe

Federal Tax ID Number: [REDACTED]

Grant Amount: \$10,000.00

Authorized Representative Name: Jeronique Bartley

Authorized Representative Title: Acting Executive Director

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the terms of NOGA: DOES-FS-2020-20 the attached proposal submitted in response to RFA No.: DOES-FS-2020 and that the statements and certifications included in this NOGA are true and accurate.

On behalf of Grantee, I understand and agree to the terms and conditions of this NOGA and RFA No.: RFA No.: DOES-FS-2020 and hereby certify my authority to execute this NOGA on Grantee's behalf.


 Signature of Authorized Representative

 8-11-2020
 Date

 Jeronique Bartley, Acting Executive Director
 Printed Name of Authorized Representative

 Acting Executive Director
 Title of Authorized Representative

To Be Completed by The District of Columbia:

Nicole
 Chapple
 Nicole Chapple
 Department of Employment Services
 Grant Officer

Digital ID signed by Nicole Chapple
 DN: cn=Nicole Chapple, o=Department of
 Employment Services, ou=Ch of Operating
 Office, email=nicole.chapple@doh.dc.gov, c=US
 Date: 2020.08.14 13:10:55 -0400

08/14/2020

Date



NOTICE OF GRANT AWARD (NOGA)

Information Page

RFA No.: DOES-FS-2020

NOGA No.: DOES-FS-2020-21

Grantee: Latin American Youth Center

Award Begin Date: August 6, 2020

Award End Date: September 30, 2020

Grant Award Amount: \$10,000.00

DOES Grant Officer Point of Contact Information:

Name: Nicole Chapple

Email: Nicole.chapple@dc.gov

Phone: 202-671-1900

DOES Grant Specialist Contact Information:

Name: LaShaun Basil

Email: lashaun.basil@dc.gov

Phone: 202-671-4128

DOES Performance Monitoring Point of Contact Information:

Name: Porscha Mills

Email: porscha.mills@dc.gov

Phone: 202-698-4125

DOES Program Office Point of Contact Information:

Name: Christina Brew

Email: christina.brew@dc.gov

Phone: 202-698-4125

Grantee Point of Contact Information:

Name: Mike Leon

Email: leon@layc-dc.org

Phone: 202-319-2225

Tax ID#/EIN: [REDACTED]

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-FS-2020-21 between DOES and Latin American Youth Center. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50, and D.C. Code § 1-328.05, as amended.

I. BACKGROUND

DOES' mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. DOES provides a range of programs and services to job seekers and employers, including MBSYEP.

MBSYEP is a locally funded program administered by DOES OYP that provides District youth ages 14 to 24 with enriching and constructive summer work experiences through subsidized placements in the non-profit, private, and government sectors.

Through MBSYEP, DOES strives to provide youth with the opportunity to:

1. Earn money and gain meaningful work experience;
2. Learn and develop the skills, attitudes, and commitment necessary to succeed in today's world of work;
3. Gain exposure to various exciting career industries; and
4. Interact with dynamic working professionals in a positive work environment.

Though MBSYEP is a short-term employment and training program, our goal is to introduce our youth to employers who will positively impact their futures. Employers in the Washington, DC, metropolitan area makes this annual program possible by volunteering to serve as Host Employers and providing structured job opportunities for youth during the summer.

II. SCOPE

The Department of Employment Services, Office of Youth Programs (OYP) is seeking grantees to provide follow-up services to DC youth between the ages of 14 and 17 that participated in the 2020 Marion Barry Summer Youth Employment Program (MBSYEP).

A. Pre-Program Requirements

1. Prior to the start of the program, Grantee must successfully complete:
 - a. DOES technical site visit inspection;
 - b. DOES Virtual Orientation;
 - c. All DOES mandatory meetings

B. Program Requirements

Grantee must successfully complete the following during the period of performance:

- a) The grantee shall provide monthly progress reports documenting the progress and attendance of all participants enrolled in the program.
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- e) Collect data regarding contact with Limited English Proficient (LEP) and Non-English Proficient (NEP) participants and report this data to DOES Language Access Coordinator on a quarterly basis.
- f) Provide interpretation services and translation of vital documents to LEP/NEP customers. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- g) Incorporate the provided DOES logos, taglines, identifiers, and/or other branding on all products, programs, activities, services, resources, and related property and materials funded by DOES.
- h) Attend and comply with all DOES meetings, onboarding trainings, requests, etc.

C. Reporting/Deliverables

The required program reports and deliverables are described below and shall be submitted to Program Point of Contact and Grant Specialist identified on the Information Page via email in accordance with the below timeline.

Deliverables

In addition to the milestones and outcomes, the grantee must provide the following deliverables:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
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Reports

In addition to the milestones and outcomes, the grantee must provide the following reports:

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DOES will have sole ownership and control of all created materials created, information gathered deliverables. The Grantee must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

D. Changes to Scope

Any changes to the scope and/or grant funding must be approved in writing by the Grant Monitor designated in this NOGA, and the Grant Officer and/or the DOES Director. The Grantee shall submit written notice of any changes in programming, staffing and site location within twenty-four (24) hours of the change. Any programming, staffing or site location changes must be approved by DOES, prior to the proposed change.

PERIOD OF PERFORMANCE

The Follow-up Service Grant will operate from the date of award through September 30, 2020.

A. Option Years

DOES reserves the sole right to exercise four option years beyond the original period of performance, contingent upon the availability of funding and satisfactory performance from the Grantee. The funding amount for the option year will be determined by DOES and all terms and requirements of the original grant will apply unless modified by DOES. Any modifications to the NOGA shall occur, prior to the termination or expiration of the NOGA.

III. GRANT FUNDING

Funds for this Grant are provided by DOES. This program was designed by the Grantee, based on the requirements provided and approved by DOES. Grantee will be subject to requirements set forth in RFA No.: DOES-FS-2020 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-FS-2020, this NOGA and the attached proposal.

Grant Funding Amount

The grant amount is determined by the issuing DOES office or department and current funding availability.

A. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the NOGA. There are two (2) payment categories listed below each representing a specific percentage of the total grant amount:

Payment 1: Base Payment: (50%)

The base payment is contingent on successful completion of the following:

- Virtual Orientation
- Work Plan

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In order to receive payment grantee must submit the following:

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- Attestation of customer experience survey results

If the grantee does not comply with the NOGA, applicable federal and District laws and regulations, then the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

Grantees shall submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov>. If your organization is not a registered user on the portal, the site will walk you through the steps for registering. Grantees are required to register on the vendor portal, prior to submitting an invoice. If you have any questions, you can contact the E-Invoicing Support Desk at (202) 741 – 5200 or at dcvendorportal@dc.gov.

B. Anti-Deficiency Considerations

The Grantee shall acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349,

1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

IV. MONITORING

DOES staff is responsible for monitoring and evaluating the program and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, Grantee shall provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine Grantee's level of compliance with federal and/or District requirements and to identify specifically whether Grantee's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of Grantee's normal course of programs and activities. Monitoring may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Monitoring may result in corrective action. Monitoring could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

V. COMPLIANCE

Grantee shall be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. Grantee cannot be listed on any federal or local excluded parties list.

Grantees shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials, created as a part of this program and funded by DOES.

In accordance with Title VI of the Civil Rights Act of 1964, as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

Grantee shall train all personnel working on the program funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. The required language access training shall be approved by the DC Office of Human Rights. Grantee is required to report dates and attendees of the training to the DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Monthly Reporting System.

If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the Grantee to ensure compliance.

The Grantee shall comply with all the applicable District and Federal statutes and regulations, as may be amended from time to time, including the below list.

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion)
- Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.
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- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20
- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01
- Universal Paid Leave Act, D.C. Official Code § 32-541.01 et seq.

A. Confidentiality of Records

DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. Grantee must demonstrate an ability to maintain the confidentiality of information. Specifically, the Grantee must agree to and abide by the following conditions.

1. Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.

2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All program staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their families. Grantee shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all program staff and volunteers who will be working on the program.

B. Additional Requirements

1. Indemnification Clause

The Grantee agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the “District”) from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys’ fees), resulting from, arising out of, or in any way connected to activities or work performed by the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

The Grantee assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the NOGA. The Grantee shall also repair or replace any District property that is damaged by the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Grantee where the underlying claim arises from the conduct, action, or omission of the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

2. Insurance

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

Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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

and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance

or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

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

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

F. 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.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

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

The Government of the District of Columbia

And mailed to the attention of:

LaShaun N. Basil

Grant Specialist

(202) 671-4128

Lashaun.basil@dc.gov

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

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

List of Attachments:

- a. Proposal Submitted for RFA No.: DOES-FS-2020
- b. RFA No.: DOES-FS-2020

SIGNATURES

NOGA: DOES-FS-2020-21

Grantee: Latin American Youth Center

Federal Tax ID Number: [REDACTED]


Grant Amount: \$10,000.00

Authorized Representative Name: Mirna Quiñterros-Grady

Authorized Representative Title: President/CEO

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the terms of NOGA: DOES-FS-2020-21 the attached proposal submitted in response to RFA No.: DOES-FS-2020 and that the statements and certifications included in this NOGA are true and accurate.

On behalf of Grantee, I understand and agree to the terms and conditions of this NOGA and RFA No.: RFA No.: DOES-FS-2020 and hereby certify my authority to execute this NOGA on Grantee's behalf.



Signature of Authorized Representative

8/12/2020

Date

Mirna (Lupi) Quiñterros-Grady

Printed Name of Authorized Representative

President and CEO

Title of Authorized Representative

To Be Completed by The District of Columbia:



Nicole Chapple
Department of Employment Services
Grant Officer

08/13/2020

Date



NOTICE OF GRANT AWARD (NOGA)

Information Page

RFA No.: DOES-FS-2020

NOGA No.: DOES-FS-2020-22

Grantee: Associate for Renewal in Education

Award Begin Date: August 6, 2020

Award End Date: September 30, 2020

Grant Award Amount: \$10,000.00

DOES Grant Officer Point of Contact Information:

Name: Nicole Chapple

Email: Nicole.chapple@dc.gov

Phone: 202-671-1900

DOES Grant Specialist Contact Information:

Name: LaShaun Basil

Email: lashaun.basil@dc.gov

Phone: 202-671-4128

DOES Performance Monitoring Point of Contact Information:

Name: Porscha Mills

Email: porscha.mills@dc.gov

Phone: 202-698-4125

DOES Program Office Point of Contact Information:

Name: Christina Brew

Email: christina.brew@dc.gov

Phone: 202-698-4125

Grantee Point of Contact Information:

Name: Dayna Nokes-Minor

Email: dminor@areinc.org

Phone: 202-483-9424

Tax ID#/EIN: [REDACTED]

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-FS-2020-22 between DOES and Associate for Renewal in Education. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50, and D.C. Code § 1-328.05, as amended.

I. BACKGROUND

DOES' mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. DOES provides a range of programs and services to job seekers and employers, including MBSYEP.

MBSYEP is a locally funded program administered by DOES OYP that provides District youth ages 14 to 24 with enriching and constructive summer work experiences through subsidized placements in the non-profit, private, and government sectors.

Through MBSYEP, DOES strives to provide youth with the opportunity to:

1. Earn money and gain meaningful work experience;
2. Learn and develop the skills, attitudes, and commitment necessary to succeed in today's world of work;
3. Gain exposure to various exciting career industries; and
4. Interact with dynamic working professionals in a positive work environment.

Though MBSYEP is a short-term employment and training program, our goal is to introduce our youth to employers who will positively impact their futures. Employers in the Washington, DC, metropolitan area makes this annual program possible by volunteering to serve as Host Employers and providing structured job opportunities for youth during the summer.

II. SCOPE

The Department of Employment Services, Office of Youth Programs (OYP) is seeking grantees to provide follow-up services to DC youth between the ages of 14 and 17 that participated in the 2020 Marion Barry Summer Youth Employment Program (MBSYEP).

A. Pre-Program Requirements

1. Prior to the start of the program, Grantee must successfully complete:
 - a. DOES technical site visit inspection;
 - b. DOES Virtual Orientation;
 - c. All DOES mandatory meetings

B. Program Requirements

Grantee must successfully complete the following during the period of performance:

- a) The grantee shall provide monthly progress reports documenting the progress and attendance of all participants enrolled in the program.
- b) At the end of the program, the grantee shall provide a program completion spreadsheet that documents all participants who have satisfied all requirements for the program.
- c) The grantee shall collect and report statistical information as requested by DOES, including individual-level data on enrollment, participant demographics, specific services provided, and participation in workshops and other programs specific related activities and outcomes.
- d) Grantees will be required to participate in ongoing monitoring and evaluation activities led by DOES designated evaluator. These may include technical/virtual site visits, surveys, interviews, focus groups, administrative records review, and other data collection and evaluation strategies.
- e) Collect data regarding contact with Limited English Proficient (LEP) and Non-English Proficient (NEP) participants and report this data to DOES Language Access Coordinator on a quarterly basis.
- f) Provide interpretation services and translation of vital documents to LEP/NEP customers. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- g) Incorporate the provided DOES logos, taglines, identifiers, and/or other branding on all products, programs, activities, services, resources, and related property and materials funded by DOES.
- h) Attend and comply with all DOES meetings, onboarding trainings, requests, etc.

C. Reporting/Deliverables

The required program reports and deliverables are described below and shall be submitted to Program Point of Contact and Grant Specialist identified on the Information Page via email in accordance with the below timeline.

Deliverables

In addition to the milestones and outcomes, the grantee must provide the following deliverables:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Sign-in Sheets	1	Via email	Weekly

Item 2	Work Plan	1	Via email	Upon award
Item 3	Customer Service Survey	1	Via email	9/1/2020

Reports

In addition to the milestones and outcomes, the grantee must provide the following reports:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Program Performance Report	1	Via email	September 30, 2020
Item 2	Monthly Status Report	1	Via email	Monthly by the 10th of the subsequent month
Item 3	Monthly Expenditure Report	1	Via email	Monthly by the 10th of the subsequent month
Item 4	Closeout Report	1	Via email	30 days after the grant end date
Item 5	LEP/NEP Report	1	Via email	Quarterly

DOES will have sole ownership and control of all created materials created, information gathered deliverables. The Grantee must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

D. Changes to Scope

Any changes to the scope and/or grant funding must be approved in writing by the Grant Monitor designated in this NOGA, and the Grant Officer and/or the DOES Director. The Grantee shall submit written notice of any changes in programming, staffing and site location within twenty-four (24) hours of the change. Any programming, staffing or site location changes must be approved by DOES, prior to the proposed change.

PERIOD OF PERFORMANCE

The Follow- up Service Grant will operate from the date of award through September 30, 2020.

A. Option Years

DOES reserves the sole right to exercise four option years beyond the original period of performance, contingent upon the availability of funding and satisfactory performance from the Grantee. The funding amount for the option year will be determined by DOES and all terms and requirements of the original grant will apply unless modified by DOES. Any modifications to the NOGA shall occur, prior to the termination or expiration of the NOGA.

III. GRANT FUNDING

Funds for this Grant are provided by DOES. This program was designed by the Grantee, based on the requirements provided and approved by DOES. Grantee will be subject to requirements set forth in RFA No.: DOES-FS-2020 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-FS-2020, this NOGA and the attached proposal.

Grant Funding Amount

The grant amount is determined by the issuing DOES office or department and current funding availability.

A. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the NOGA. There are two (2) payment categories listed below each representing a specific percentage of the total grant amount:

Payment 1: Base Payment: (50%)

The base payment is contingent on successful completion of the following:

- Virtual Orientation
- Work Plan

Payment 2: (50%)

In order to receive payment grantee must submit the following:

- Sign-in Sheets
- Attestation of customer experience survey results

If the grantee does not comply with the NOGA, applicable federal and District laws and regulations, then the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

Grantees shall submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov>. If your organization is not a registered user on the portal, the site will walk you through the steps for registering. Grantees are required to register on the vendor portal, prior to submitting an invoice. If you have any questions, you can contact the E-Invoicing Support Desk at (202) 741 – 5200 or at dcvendorportal@dc.gov.

B. Anti-Deficiency Considerations

The Grantee shall acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349,

1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

IV. MONITORING

DOES staff is responsible for monitoring and evaluating the program and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, Grantee shall provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine Grantee's level of compliance with federal and/or District requirements and to identify specifically whether Grantee's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of Grantee's normal course of programs and activities. Monitoring may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Monitoring may result in corrective action. Monitoring could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

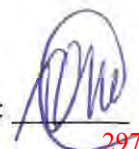
V. COMPLIANCE

Grantee shall be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. Grantee cannot be listed on any federal or local excluded parties list.

Grantees shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials, created as a part of this program and funded by DOES.

In accordance with Title VI of the Civil Rights Act of 1964, as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

Grantee shall train all personnel working on the program funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. The required language access training shall be approved by the DC Office of Human Rights. Grantee is required to report dates and attendees of the training to the DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Monthly Reporting System.


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If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the Grantee to ensure compliance.

The Grantee shall comply with all the applicable District and Federal statutes and regulations, as may be amended from time to time, including the below list.

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
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- Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.
- Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20
- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01
- Universal Paid Leave Act, D.C. Official Code § 32-541.01 et seq.

A. Confidentiality of Records

DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. Grantee must demonstrate an ability to maintain the confidentiality of information. Specifically, the Grantee must agree to and abide by the following conditions.

1. Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.

2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All program staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their families. Grantee shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all program staff and volunteers who will be working on the program.

B. Additional Requirements

1. Indemnification Clause

The Grantee agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from, arising out of, or in any way connected to activities or work performed by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

The Grantee assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the NOGA. The Grantee shall also repair or replace any District property that is damaged by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Grantee where the underlying claim arises from the conduct, action, or omission of the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

2. Insurance

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

Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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

and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance


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or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

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

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

F. 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.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

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

The Government of the District of Columbia

And mailed to the attention of:

LaShaun N. Basil

Grant Specialist

(202) 671-4128

Lashaun.basil@dc.gov

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

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

List of Attachments:

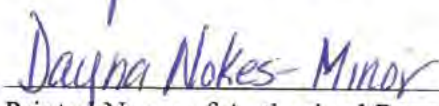

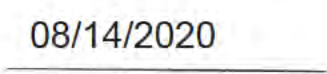
- a. Proposal Submitted for RFA No.: DOES-FS-2020
- b. RFA No.: DOES-FS-2020



SIGNATURES**NOGA:** DOES-FS-2020-22**Grantee:** Associate for Renewal in Education**Federal Tax ID Number:** [REDACTED]**Grant Amount:** \$10,000.00**Authorized Representative Name:** Dayna Nokes-Minor**Authorized Representative Title:** Executive Director

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the terms of NOGA: DOES-FS-2020-22 the attached proposal submitted in response to RFA No.: DOES-FS-2020 and that the statements and certifications included in this NOGA are true and accurate.

On behalf of Grantee, I understand and agree to the terms and conditions of this NOGA and RFA No.: RFA No.: DOES-FS-2020 and hereby certify my authority to execute this NOGA on Grantee's behalf.


Signature of Authorized Representative
Date
Printed Name of Authorized Representative
Title of Authorized Representative**Nicole
Chapple**Nicole Chapple
Department of Employment Services
Grant Officer**To Be Completed by The District of Columbia:**Digitally signed by Nicole Chapple
DN: cn=Nicole Chapple, o=Department
of Employment Services, ou=Chief
Operating Officer,
email=nicole.chapple@dc.gov, c=US
Date: 2020.08.14 13:19:39 -0400
Date



NOTICE OF GRANT AWARD (NOGA)

Information Page

RFA No.: DOES-FS-2020

NOGA No.: DOES-FS-2020-23

Grantee: CDMA Business Model, LLC.

Award Begin Date: August 6, 2020

Award End Date: September 30, 2020

Grant Award Amount: \$10,000.00

DOES Grant Officer Point of Contact Information:

Name: Nicole Chapple

Email: Nicole.chapple@dc.gov

Phone: 202-671-1900

DOES Grant Specialist Contact Information:

Name: LaShaun Basil

Email: lashaun.basil@dc.gov

Phone: 202-671-4128

DOES Performance Monitoring Point of Contact Information:

Name: Porscha Mills

Email: porscha.mills@dc.gov

Phone: 202-698-4125

DOES Program Office Point of Contact Information:

Name: Christina Brew

Email: christina.brew@dc.gov

Phone: 202-698-4125

Grantee Point of Contact Information:

Name: Shanette Carpenter

Email: Shanette@CDMABusinessModel.com

Phone: 844-239-8127

Tax ID#/EIN: [REDACTED]

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-FS-2020-23 between DOES and CDMA Business Model, LLC. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50, and D.C. Code § 1-328.05, as amended.

I. BACKGROUND

DOES' mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. DOES provides a range of programs and services to job seekers and employers, including MBSYEP.

MBSYEP is a locally funded program administered by DOES OYP that provides District youth ages 14 to 24 with enriching and constructive summer work experiences through subsidized placements in the non-profit, private, and government sectors.

Through MBSYEP, DOES strives to provide youth with the opportunity to:

1. Earn money and gain meaningful work experience;
2. Learn and develop the skills, attitudes, and commitment necessary to succeed in today's world of work;
3. Gain exposure to various exciting career industries; and
4. Interact with dynamic working professionals in a positive work environment.

Though MBSYEP is a short-term employment and training program, our goal is to introduce our youth to employers who will positively impact their futures. Employers in the Washington, DC, metropolitan area makes this annual program possible by volunteering to serve as Host Employers and providing structured job opportunities for youth during the summer.

II. SCOPE

The Department of Employment Services, Office of Youth Programs (OYP) is seeking grantees to provide follow-up services to DC youth between the ages of 14 and 17 that participated in the 2020 Marion Barry Summer Youth Employment Program (MBSYEP).

A. Pre-Program Requirements

1. Prior to the start of the program, Grantee must successfully complete:
 - a. DOES technical site visit inspection;
 - b. DOES Virtual Orientation;
 - c. All DOES mandatory meetings

B. Program Requirements

Grantee must successfully complete the following during the period of performance:

- a) The grantee shall provide monthly progress reports documenting the progress and attendance of all participants enrolled in the program.
- b) At the end of the program, the grantee shall provide a program completion spreadsheet that documents all participants who have satisfied all requirements for the program.
- c) The grantee shall collect and report statistical information as requested by DOES, including individual-level data on enrollment, participant demographics, specific services provided, and participation in workshops and other programs specific related activities and outcomes.
- d) Grantees will be required to participate in ongoing monitoring and evaluation activities led by DOES designated evaluator. These may include technical/virtual site visits, surveys, interviews, focus groups, administrative records review, and other data collection and evaluation strategies.
- e) Collect data regarding contact with Limited English Proficient (LEP) and Non-English Proficient (NEP) participants and report this data to DOES Language Access Coordinator on a quarterly basis.
- f) Provide interpretation services and translation of vital documents to LEP/NEP customers. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- g) Incorporate the provided DOES logos, taglines, identifiers, and/or other branding on all products, programs, activities, services, resources, and related property and materials funded by DOES.
- h) Attend and comply with all DOES meetings, onboarding trainings, requests, etc.

C. Reporting/Deliverables

The required program reports and deliverables are described below and shall be submitted to Program Point of Contact and Grant Specialist identified on the Information Page via email in accordance with the below timeline.

Deliverables

In addition to the milestones and outcomes, the grantee must provide the following deliverables:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Sign-in Sheets	1	Via email	Weekly



Item 2	Work Plan	1	Via email	Upon award
Item 3	Customer Service Survey	1	Via email	9/1/2020

Reports

In addition to the milestones and outcomes, the grantee must provide the following reports:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Program Performance Report	1	Via email	September 30, 2020
Item 2	Monthly Status Report	1	Via email	Monthly by the 10th of the subsequent month
Item 3	Monthly Expenditure Report	1	Via email	Monthly by the 10th of the subsequent month
Item 4	Closeout Report	1	Via email	30 days after the grant end date
Item 5	LEP/NEP Report	1	Via email	Quarterly

DOES will have sole ownership and control of all created materials created, information gathered deliverables. The Grantee must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

D. Changes to Scope

Any changes to the scope and/or grant funding must be approved in writing by the Grant Monitor designated in this NOGA, and the Grant Officer and/or the DOES Director. The Grantee shall submit written notice of any changes in programming, staffing and site location within twenty-four (24) hours of the change. Any programming, staffing or site location changes must be approved by DOES, prior to the proposed change.

PERIOD OF PERFORMANCE

The Follow-up Service Grant will operate from the date of award through September 30, 2020.

A. Option Years

DOES reserves the sole right to exercise four option years beyond the original period of performance, contingent upon the availability of funding and satisfactory performance from the Grantee. The funding amount for the option year will be determined by DOES and all terms and requirements of the original grant will apply unless modified by DOES. Any modifications to the NOGA shall occur, prior to the termination or expiration of the NOGA.

III. GRANT FUNDING



Funds for this Grant are provided by DOES. This program was designed by the Grantee, based on the requirements provided and approved by DOES. Grantee will be subject to requirements set forth in RFA No.: DOES-FS-2020 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-FS-2020, this NOGA and the attached proposal.

Grant Funding Amount

The grant amount is determined by the issuing DOES office or department and current funding availability.

A. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the NOGA. There are two (2) payment categories listed below each representing a specific percentage of the total grant amount:

Payment 1: Base Payment: (50%)

The base payment is contingent on successful completion of the following:

- Virtual Orientation
- Work Plan

Payment 2: (50%)

In order to receive payment grantee must submit the following:

- Sign-in Sheets
- Attestation of customer experience survey results

If the grantee does not comply with the NOGA, applicable federal and District laws and regulations, then the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

Grantees shall submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov>. If your organization is not a registered user on the portal, the site will walk you through the steps for registering. Grantees are required to register on the vendor portal, prior to submitting an invoice. If you have any questions, you can contact the E-Invoicing Support Desk at (202) 741 – 5200 or at dcvendorportal@dc.gov.

B. Anti-Deficiency Considerations

The Grantee shall acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349,



1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

IV. MONITORING

DOES staff is responsible for monitoring and evaluating the program and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, Grantee shall provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine Grantee's level of compliance with federal and/or District requirements and to identify specifically whether Grantee's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of Grantee's normal course of programs and activities. Monitoring may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Monitoring may result in corrective action. Monitoring could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

V. COMPLIANCE

Grantee shall be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. Grantee cannot be listed on any federal or local excluded parties list.

Grantees shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials, created as a part of this program and funded by DOES.

In accordance with Title VI of the Civil Rights Act of 1964, as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

Grantee shall train all personnel working on the program funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. The required language access training shall be approved by the DC Office of Human Rights. Grantee is required to report dates and attendees of the training to the DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Monthly Reporting System.



If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the Grantee to ensure compliance.

The Grantee shall comply with all the applicable District and Federal statutes and regulations, as may be amended from time to time, including the below list.

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion)
- Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.
- Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20
- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01
- Universal Paid Leave Act, D.C. Official Code § 32-541.01 et seq.

A. Confidentiality of Records

DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. Grantee must demonstrate an ability to maintain the confidentiality of information. Specifically, the Grantee must agree to and abide by the following conditions.

1. Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.



2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All program staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their families. Grantee shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all program staff and volunteers who will be working on the program.

B. Additional Requirements

1. Indemnification Clause

The Grantee agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the “District”) from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys’ fees), resulting from, arising out of, or in any way connected to activities or work performed by the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

The Grantee assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the NOGA. The Grantee shall also repair or replace any District property that is damaged by the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Grantee where the underlying claim arises from the conduct, action, or omission of the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

2. Insurance

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



Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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



and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance



or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

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

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

F. 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.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

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

The Government of the District of Columbia

And mailed to the attention of:

LaShaun N. Basil

Grant Specialist

(202) 671-4128

Lashaun.basil@dc.gov



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

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

List of Attachments:

- a. Proposal Submitted for RFA No.: DOES-FS-2020
- b. RFA No.: DOES-FS-2020

SIGNATURES**NOGA:** DOES-FS-2020-23**Grantee:** CDMA Business Model, LLC.**Federal Tax ID Number:** [REDACTED]**Grant Amount:** \$10,000.00**Authorized Representative Name:** Shanette Carpenter**Authorized Representative Title:** President

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the terms of NOGA: DOES-FS-2020-23 the attached proposal submitted in response to RFA No.: DOES-FS-2020 and that the statements and certifications included in this NOGA are true and accurate.

On behalf of Grantee, I understand and agree to the terms and conditions of this NOGA and RFA No.: RFA No.: DOES-FS-2020 and hereby certify my authority to execute this NOGA on Grantee's behalf.

_____
Signature of Authorized Representative

8/13/20

Date_____
Shanette Carpenter_____
Printed Name of Authorized Representative_____
President_____
Title of Authorized Representative**To Be Completed by The District of Columbia:**_____
Nicole Chapple
Department of Employment Services
Grant Officer

08/13/2020

Date



NOTICE OF GRANT AWARD (NOGA)

Information Page

RFA No.: DOES-FS-2020

NOGA No.: DOES-FS-2020-24

Grantee: K-12 Coders

Award Begin Date: August 6, 2020

Award End Date: September 30, 2020

Grant Award Amount: \$10,000.00

DOES Grant Officer Point of Contact Information:

Name: Nicole Chapple

Email: Nicole.chapple@dc.gov

Phone: 202-671-1900

DOES Grant Specialist Contact Information:

Name: LaShaun Basil

Email: lashaun.basil@dc.gov

Phone: 202-671-4128

DOES Performance Monitoring Point of Contact Information:

Name: Porscha Mills

Email: porscha.mills@dc.gov

Phone: 202-698-4125

DOES Program Office Point of Contact Information:

Name: Christina Brew

Email: christina.brew@dc.gov

Phone: 202-698-4125

Grantee Point of Contact Information:

Name: Tarsha Weary

Email: Tarsha@k-12codwrs.com

Phone: 301-310-8175

Tax ID#/EIN: [REDACTED]

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-FS-2020-24 between DOES and K-12 Coders. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50, and D.C. Code § 1-328.05, as amended.

I. BACKGROUND

DOES' mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. DOES provides a range of programs and services to job seekers and employers, including MBSYEP.

MBSYEP is a locally funded program administered by DOES OYP that provides District youth ages 14 to 24 with enriching and constructive summer work experiences through subsidized placements in the non-profit, private, and government sectors.

Through MBSYEP, DOES strives to provide youth with the opportunity to:

1. Earn money and gain meaningful work experience;
2. Learn and develop the skills, attitudes, and commitment necessary to succeed in today's world of work;
3. Gain exposure to various exciting career industries; and
4. Interact with dynamic working professionals in a positive work environment.

Though MBSYEP is a short-term employment and training program, our goal is to introduce our youth to employers who will positively impact their futures. Employers in the Washington, DC, metropolitan area makes this annual program possible by volunteering to serve as Host Employers and providing structured job opportunities for youth during the summer.

II. SCOPE

The Department of Employment Services, Office of Youth Programs (OYP) is seeking grantees to provide follow-up services to DC youth between the ages of 14 and 17 that participated in the 2020 Marion Barry Summer Youth Employment Program (MBSYEP).

A. Pre-Program Requirements

1. Prior to the start of the program, Grantee must successfully complete:
 - a. DOES technical site visit inspection;
 - b. DOES Virtual Orientation;
 - c. All DOES mandatory meetings

B. Program Requirements

Grantee must successfully complete the following during the period of performance:

- a) The grantee shall provide monthly progress reports documenting the progress and attendance of all participants enrolled in the program.
- b) At the end of the program, the grantee shall provide a program completion spreadsheet that documents all participants who have satisfied all requirements for the program.
- c) The grantee shall collect and report statistical information as requested by DOES, including individual-level data on enrollment, participant demographics, specific services provided, and participation in workshops and other programs specific related activities and outcomes.
- d) Grantees will be required to participate in ongoing monitoring and evaluation activities led by DOES designated evaluator. These may include technical/virtual site visits, surveys, interviews, focus groups, administrative records review, and other data collection and evaluation strategies.
- e) Collect data regarding contact with Limited English Proficient (LEP) and Non-English Proficient (NEP) participants and report this data to DOES Language Access Coordinator on a quarterly basis.
- f) Provide interpretation services and translation of vital documents to LEP/NEP customers. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- g) Incorporate the provided DOES logos, taglines, identifiers, and/or other branding on all products, programs, activities, services, resources, and related property and materials funded by DOES.
- h) Attend and comply with all DOES meetings, onboarding trainings, requests, etc.

C. Reporting/Deliverables

The required program reports and deliverables are described below and shall be submitted to Program Point of Contact and Grant Specialist identified on the Information Page via email in accordance with the below timeline.

Deliverables

In addition to the milestones and outcomes, the grantee must provide the following deliverables:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Sign-in Sheets	1	Via email	Weekly

Item 2	Work Plan	1	Via email	Upon award
Item 3	Customer Service Survey	1	Via email	9/1/2020

Reports

In addition to the milestones and outcomes, the grantee must provide the following reports:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Program Performance Report	1	Via email	September 30, 2020
Item 2	Monthly Status Report	1	Via email	Monthly by the 10th of the subsequent month
Item 3	Monthly Expenditure Report	1	Via email	Monthly by the 10th of the subsequent month
Item 4	Closeout Report	1	Via email	30 days after the grant end date
Item 5	LEP/NEP Report	1	Via email	Quarterly

DOES will have sole ownership and control of all created materials created, information gathered deliverables. The Grantee must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

D. Changes to Scope

Any changes to the scope and/or grant funding must be approved in writing by the Grant Monitor designated in this NOGA, and the Grant Officer and/or the DOES Director. The Grantee shall submit written notice of any changes in programming, staffing and site location within twenty-four (24) hours of the change. Any programming, staffing or site location changes must be approved by DOES, prior to the proposed change.

PERIOD OF PERFORMANCE

The Follow-up Service Grant will operate from the date of award through September 30, 2020.

A. Option Years

DOES reserves the sole right to exercise four option years beyond the original period of performance, contingent upon the availability of funding and satisfactory performance from the Grantee. The funding amount for the option year will be determined by DOES and all terms and requirements of the original grant will apply unless modified by DOES. Any modifications to the NOGA shall occur, prior to the termination or expiration of the NOGA.

III. GRANT FUNDING

Funds for this Grant are provided by DOES. This program was designed by the Grantee, based on the requirements provided and approved by DOES. Grantee will be subject to requirements set forth in RFA No.: DOES-FS-2020 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-FS-2020, this NOGA and the attached proposal.

Grant Funding Amount

The grant amount is determined by the issuing DOES office or department and current funding availability.

A. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the NOGA. There are two (2) payment categories listed below each representing a specific percentage of the total grant amount:

Payment 1: Base Payment: (50%)

The base payment is contingent on successful completion of the following:

- Virtual Orientation
- Work Plan

Payment 2: (50%)

In order to receive payment grantee must submit the following:

- Sign-in Sheets
- Attestation of customer experience survey results

If the grantee does not comply with the NOGA, applicable federal and District laws and regulations, then the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

Grantees shall submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov>. If your organization is not a registered user on the portal, the site will walk you through the steps for registering. Grantees are required to register on the vendor portal, prior to submitting an invoice. If you have any questions, you can contact the E-Invoicing Support Desk at (202) 741 – 5200 or at dcvendorportal@dc.gov.

B. Anti-Deficiency Considerations

The Grantee shall acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349,

1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

IV. MONITORING

DOES staff is responsible for monitoring and evaluating the program and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, Grantee shall provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine Grantee's level of compliance with federal and/or District requirements and to identify specifically whether Grantee's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of Grantee's normal course of programs and activities. Monitoring may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Monitoring may result in corrective action. Monitoring could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

V. COMPLIANCE

Grantee shall be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. Grantee cannot be listed on any federal or local excluded parties list.

Grantees shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials, created as a part of this program and funded by DOES.

In accordance with Title VI of the Civil Rights Act of 1964, as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

Grantee shall train all personnel working on the program funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. The required language access training shall be approved by the DC Office of Human Rights. Grantee is required to report dates and attendees of the training to the DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Monthly Reporting System.

If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the Grantee to ensure compliance.

The Grantee shall comply with all the applicable District and Federal statutes and regulations, as may be amended from time to time, including the below list.

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion)
- Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.
- Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20
- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01
- Universal Paid Leave Act, D.C. Official Code § 32-541.01 et seq.

A. Confidentiality of Records

DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. Grantee must demonstrate an ability to maintain the confidentiality of information. Specifically, the Grantee must agree to and abide by the following conditions.

1. Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.

2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All program staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their families. Grantee shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all program staff and volunteers who will be working on the program.

B. Additional Requirements

1. Indemnification Clause

The Grantee agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the “District”) from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys’ fees), resulting from, arising out of, or in any way connected to activities or work performed by the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

The Grantee assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the NOGA. The Grantee shall also repair or replace any District property that is damaged by the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Grantee where the underlying claim arises from the conduct, action, or omission of the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

2. Insurance

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

Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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

and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance

or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

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

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

F. 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.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

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

The Government of the District of Columbia

And mailed to the attention of:

LaShaun N. Basil

Grant Specialist

(202) 671-4128

Lashaun.basil@dc.gov

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

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

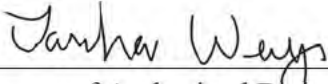
List of Attachments:

- a. Proposal Submitted for RFA No.: DOES-FS-2020
- b. RFA No.: DOES-FS-2020

SIGNATURES**NOGA:** DOES-FS-2020-24**Grantee:** K-12 Coders**Federal Tax ID Number:** [REDACTED]**Grant Amount:** \$10,000.00**Authorized Representative Name:** Tarsha Weary**Authorized Representative Title:** Chief Executive Officer

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the terms of NOGA: DOES-FS-2020-24 the attached proposal submitted in response to RFA No.: DOES-FS-2020 and that the statements and certifications included in this NOGA are true and accurate.

On behalf of Grantee, I understand and agree to the terms and conditions of this NOGA and RFA No.: RFA No.: DOES-FS-2020 and hereby certify my authority to execute this NOGA on Grantee's behalf.


Signature of Authorized Representative

08/11/2020
Date

Tarsha Weary
Printed Name of Authorized Representative

CEO
Title of Authorized Representative

To Be Completed by The District of Columbia:

Nicole Chapple
Nicole Chapple
Department of Employment Services
Grant Officer

Digitally signed by Nicole Chapple
DN: cn=Nicole Chapple, o=Department of
Employment Services, ou=Chief Operating
Officer, email=nicole.chapple@dc.gov, c=US
Date: 2020.08.12 14:01:32 -0400

08/12/2020
Date



NOTICE OF GRANT AWARD (NOGA)

Information Page

RFA No.: DOES-FS-2020

NOGA No.: DOES-FS-2020-25

Grantee: Asian American Lead

Award Begin Date: August 6, 2020

Award End Date: September 30, 2020

Grant Award Amount: \$10,000.00

DOES Grant Officer Point of Contact Information:

Name: Nicole Chapple

Email: Nicole.chapple@dc.gov

Phone: 202-671-1900

DOES Grant Specialist Contact Information:

Name: LaShaun Basil

Email: lashaun.basil@dc.gov

Phone: 202-671-4128

DOES Performance Monitoring Point of Contact Information:

Name: Porscha Mills

Email: porscha.mills@dc.gov

Phone: 202-698-4125

DOES Program Office Point of Contact Information:

Name: Christina Brew

Email: christina.brew@dc.gov

Phone: 202-698-4125

Grantee Point of Contact Information:

Name: Siu Cheung

Email: scheung@aalead.org

Phone: 301-806-8893

Tax ID#/EIN: [REDACTED]

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-FS-2020-25 between DOES and Asian American Lead. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50, and D.C. Code § 1-328.05, as amended.

I. BACKGROUND

DOES' mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. DOES provides a range of programs and services to job seekers and employers, including MBSYEP.

MBSYEP is a locally funded program administered by DOES OYP that provides District youth ages 14 to 24 with enriching and constructive summer work experiences through subsidized placements in the non-profit, private, and government sectors.

Through MBSYEP, DOES strives to provide youth with the opportunity to:

1. Earn money and gain meaningful work experience;
2. Learn and develop the skills, attitudes, and commitment necessary to succeed in today's world of work;
3. Gain exposure to various exciting career industries; and
4. Interact with dynamic working professionals in a positive work environment.

Though MBSYEP is a short-term employment and training program, our goal is to introduce our youth to employers who will positively impact their futures. Employers in the Washington, DC, metropolitan area makes this annual program possible by volunteering to serve as Host Employers and providing structured job opportunities for youth during the summer.

II. SCOPE

The Department of Employment Services, Office of Youth Programs (OYP) is seeking grantees to provide follow-up services to DC youth between the ages of 14 and 17 that participated in the 2020 Marion Barry Summer Youth Employment Program (MBSYEP).

A. Pre-Program Requirements

1. Prior to the start of the program, Grantee must successfully complete:
 - a. DOES technical site visit inspection;
 - b. DOES Virtual Orientation;
 - c. All DOES mandatory meetings

B. Program Requirements

Grantee must successfully complete the following during the period of performance:

- a) The grantee shall provide monthly progress reports documenting the progress and attendance of all participants enrolled in the program.
- b) At the end of the program, the grantee shall provide a program completion spreadsheet that documents all participants who have satisfied all requirements for the program.
- c) The grantee shall collect and report statistical information as requested by DOES, including individual-level data on enrollment, participant demographics, specific services provided, and participation in workshops and other programs specific related activities and outcomes.
- d) Grantees will be required to participate in ongoing monitoring and evaluation activities led by DOES designated evaluator. These may include technical/virtual site visits, surveys, interviews, focus groups, administrative records review, and other data collection and evaluation strategies.
- e) Collect data regarding contact with Limited English Proficient (LEP) and Non-English Proficient (NEP) participants and report this data to DOES Language Access Coordinator on a quarterly basis.
- f) Provide interpretation services and translation of vital documents to LEP/NEP customers. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- g) Incorporate the provided DOES logos, taglines, identifiers, and/or other branding on all products, programs, activities, services, resources, and related property and materials funded by DOES.
- h) Attend and comply with all DOES meetings, onboarding trainings, requests, etc.

C. Reporting/Deliverables

The required program reports and deliverables are described below and shall be submitted to Program Point of Contact and Grant Specialist identified on the Information Page via email in accordance with the below timeline.

Deliverables

In addition to the milestones and outcomes, the grantee must provide the following deliverables:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Sign-in Sheets	1	Via email	Weekly

Item 2	Work Plan	1	Via email	Upon award
Item 3	Customer Service Survey	1	Via email	9/1/2020

Reports

In addition to the milestones and outcomes, the grantee must provide the following reports:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Program Performance Report	1	Via email	September 30, 2020
Item 2	Monthly Status Report	1	Via email	Monthly by the 10th of the subsequent month
Item 3	Monthly Expenditure Report	1	Via email	Monthly by the 10th of the subsequent month
Item 4	Closeout Report	1	Via email	30 days after the grant end date
Item 5	LEP/NEP Report	1	Via email	Quarterly

DOES will have sole ownership and control of all created materials created, information gathered deliverables. The Grantee must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

D. Changes to Scope

Any changes to the scope and/or grant funding must be approved in writing by the Grant Monitor designated in this NOGA, and the Grant Officer and/or the DOES Director. The Grantee shall submit written notice of any changes in programming, staffing and site location within twenty-four (24) hours of the change. Any programming, staffing or site location changes must be approved by DOES, prior to the proposed change.

PERIOD OF PERFORMANCE

The Follow-up Service Grant will operate from the date of award through September 30, 2020.

A. Option Years

DOES reserves the sole right to exercise four option years beyond the original period of performance, contingent upon the availability of funding and satisfactory performance from the Grantee. The funding amount for the option year will be determined by DOES and all terms and requirements of the original grant will apply unless modified by DOES. Any modifications to the NOGA shall occur, prior to the termination or expiration of the NOGA.

III. GRANT FUNDING

Funds for this Grant are provided by DOES. This program was designed by the Grantee, based on the requirements provided and approved by DOES. Grantee will be subject to requirements set forth in RFA No.: DOES-FS-2020 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-FS-2020, this NOGA and the attached proposal.

Grant Funding Amount

The grant amount is determined by the issuing DOES office or department and current funding availability.

A. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the NOGA. There are two (2) payment categories listed below each representing a specific percentage of the total grant amount:

Payment 1: Base Payment: (50%)

The base payment is contingent on successful completion of the following:

- Virtual Orientation
- Work Plan

Payment 2: (50%)

In order to receive payment grantee must submit the following:

- Sign-in Sheets
- Attestation of customer experience survey results

If the grantee does not comply with the NOGA, applicable federal and District laws and regulations, then the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

Grantees shall submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov>. If your organization is not a registered user on the portal, the site will walk you through the steps for registering. Grantees are required to register on the vendor portal, prior to submitting an invoice. If you have any questions, you can contact the E-Invoicing Support Desk at (202) 741 – 5200 or at dcvendorportal@dc.gov.

B. Anti-Deficiency Considerations

The Grantee shall acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349,

1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

IV. MONITORING

DOES staff is responsible for monitoring and evaluating the program and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, Grantee shall provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine Grantee's level of compliance with federal and/or District requirements and to identify specifically whether Grantee's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of Grantee's normal course of programs and activities. Monitoring may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Monitoring may result in corrective action. Monitoring could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

V. COMPLIANCE

Grantee shall be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. Grantee cannot be listed on any federal or local excluded parties list.

Grantees shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials, created as a part of this program and funded by DOES.

In accordance with Title VI of the Civil Rights Act of 1964, as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

Grantee shall train all personnel working on the program funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. The required language access training shall be approved by the DC Office of Human Rights. Grantee is required to report dates and attendees of the training to the DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Monthly Reporting System.

If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the Grantee to ensure compliance.

The Grantee shall comply with all the applicable District and Federal statutes and regulations, as may be amended from time to time, including the below list.

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion)
- Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.
- Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20
- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01
- Universal Paid Leave Act, D.C. Official Code § 32-541.01 et seq.

A. Confidentiality of Records

DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. Grantee must demonstrate an ability to maintain the confidentiality of information. Specifically, the Grantee must agree to and abide by the following conditions.

1. Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.

2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All program staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their families. Grantee shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all program staff and volunteers who will be working on the program.

B. Additional Requirements

1. Indemnification Clause

The Grantee agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the “District”) from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys’ fees), resulting from, arising out of, or in any way connected to activities or work performed by the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

The Grantee assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the NOGA. The Grantee shall also repair or replace any District property that is damaged by the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Grantee where the underlying claim arises from the conduct, action, or omission of the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

2. Insurance

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

Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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

and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance

or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

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

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

F. 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.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

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

The Government of the District of Columbia

And mailed to the attention of:

LaShaun N. Basil

Grant Specialist

(202) 671-4128

Lashaun.basil@dc.gov

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

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

List of Attachments:

- a. Proposal Submitted for RFA No.: DOES-FS-2020
- b. RFA No.: DOES-FS-2020

SIGNATURES**NOGA:** DOES-FS-2020-25**Grantee:** Asian American Lead**Federal Tax ID Number:** [REDACTED]**Grant Amount:** \$10,000.00**Authorized Representative Name:** Siu Cheung**Authorized Representative Title:** Interim Executive Director

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the terms of NOGA: DOES-FS-2020-25 the attached proposal submitted in response to RFA No.: DOES-FS-2020 and that the statements and certifications included in this NOGA are true and accurate.

On behalf of Grantee, I understand and agree to the terms and conditions of this NOGA and RFA No.: RFA No.: DOES-FS-2020 and hereby certify my authority to execute this NOGA on Grantee's behalf.



Signature of Authorized Representative

August 12, 2020

Date

Siu
Cheung

Printed Name of Authorized Representative

Interim Executive Director

Title of Authorized Representative

To Be Completed by The District of Columbia:

Nicole
Chapple

Nicole Chapple
Department of Employment Services
Grant Officer

Digitally signed by Nicole Chapple
DN: cn=Nicole Chapple, o=Department
of Employment Services, ou=Chief
Operating Officer,
email=nicole.chapple@dc.gov, c=US
Date: 2020.08.12 14:02:12 -04'00'

08/12/2020

Date



NOTICE OF GRANT AWARD (NOGA)

Information Page

RFA No.: DOES-FS-2020

NOGA No.: DOES-FS-2020-26

Grantee: Neighborhood Associate Corporation

Award Begin Date: August 6, 2020

Award End Date: September 30, 2020

Grant Award Amount: \$10,000.00

DOES Grant Officer Point of Contact Information:

Name: Nicole Chapple

Email: Nicole.chapple@dc.gov

Phone: 202-671-1900

DOES Grant Specialist Contact Information:

Name: LaShaun Basil

Email: lashaun.basil@dc.gov

Phone: 202-671-4128

DOES Performance Monitoring Point of Contact Information:

Name: Porscha Mills

Email: porscha.mills@dc.gov

Phone: 202-698-4125

DOES Program Office Point of Contact Information:

Name: Christina Brew

Email: christina.brew@dc.gov

Phone: 202-698-4125

Grantee Point of Contact Information:

Name: Caprice Casson

Email: ccasson@c-t-associates.com

Phone: 202-621-6836

Tax ID#/EIN: [REDACTED]

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-FS-2020-26 between DOES and Neighborhood Associate Corporation. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50, and D.C. Code § 1-328.05, as amended.

I. BACKGROUND

DOES' mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. DOES provides a range of programs and services to job seekers and employers, including MBSYEP.

MBSYEP is a locally funded program administered by DOES OYP that provides District youth ages 14 to 24 with enriching and constructive summer work experiences through subsidized placements in the non-profit, private, and government sectors.

Through MBSYEP, DOES strives to provide youth with the opportunity to:

1. Earn money and gain meaningful work experience;
2. Learn and develop the skills, attitudes, and commitment necessary to succeed in today's world of work;
3. Gain exposure to various exciting career industries; and
4. Interact with dynamic working professionals in a positive work environment.

Though MBSYEP is a short-term employment and training program, our goal is to introduce our youth to employers who will positively impact their futures. Employers in the Washington, DC, metropolitan area makes this annual program possible by volunteering to serve as Host Employers and providing structured job opportunities for youth during the summer.

II. SCOPE

The Department of Employment Services, Office of Youth Programs (OYP) is seeking grantees to provide follow-up services to DC youth between the ages of 14 and 17 that participated in the 2020 Marion Barry Summer Youth Employment Program (MBSYEP).

A. Pre-Program Requirements

1. Prior to the start of the program, Grantee must successfully complete:
 - a. DOES technical site visit inspection;
 - b. DOES Virtual Orientation;
 - c. All DOES mandatory meetings

B. Program Requirements

Grantee must successfully complete the following during the period of performance:

- a) The grantee shall provide monthly progress reports documenting the progress and attendance of all participants enrolled in the program.
- b) At the end of the program, the grantee shall provide a program completion spreadsheet that documents all participants who have satisfied all requirements for the program.
- c) The grantee shall collect and report statistical information as requested by DOES, including individual-level data on enrollment, participant demographics, specific services provided, and participation in workshops and other programs specific related activities and outcomes.
- d) Grantees will be required to participate in ongoing monitoring and evaluation activities led by DOES designated evaluator. These may include technical/virtual site visits, surveys, interviews, focus groups, administrative records review, and other data collection and evaluation strategies.
- e) Collect data regarding contact with Limited English Proficient (LEP) and Non-English Proficient (NEP) participants and report this data to DOES Language Access Coordinator on a quarterly basis.
- f) Provide interpretation services and translation of vital documents to LEP/NEP customers. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- g) Incorporate the provided DOES logos, taglines, identifiers, and/or other branding on all products, programs, activities, services, resources, and related property and materials funded by DOES.
- h) Attend and comply with all DOES meetings, onboarding trainings, requests, etc.

C. Reporting/Deliverables

The required program reports and deliverables are described below and shall be submitted to Program Point of Contact and Grant Specialist identified on the Information Page via email in accordance with the below timeline.

Deliverables

In addition to the milestones and outcomes, the grantee must provide the following deliverables:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Sign-in Sheets	1	Via email	Weekly

Item 2	Work Plan	1	Via email	Upon award
Item 3	Customer Service Survey	1	Via email	9/1/2020

Reports

In addition to the milestones and outcomes, the grantee must provide the following reports:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Program Performance Report	1	Via email	September 30, 2020
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DOES will have sole ownership and control of all created materials created, information gathered deliverables. The Grantee must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

D. Changes to Scope

Any changes to the scope and/or grant funding must be approved in writing by the Grant Monitor designated in this NOGA, and the Grant Officer and/or the DOES Director. The Grantee shall submit written notice of any changes in programming, staffing and site location within twenty-four (24) hours of the change. Any programming, staffing or site location changes must be approved by DOES, prior to the proposed change.

PERIOD OF PERFORMANCE

The Follow- up Service Grant will operate from the date of award through September 30, 2020.

A. Option Years

DOES reserves the sole right to exercise four option years beyond the original period of performance, contingent upon the availability of funding and satisfactory performance from the Grantee. The funding amount for the option year will be determined by DOES and all terms and requirements of the original grant will apply unless modified by DOES. Any modifications to the NOGA shall occur, prior to the termination or expiration of the NOGA.

III. GRANT FUNDING

Funds for this Grant are provided by DOES. This program was designed by the Grantee, based on the requirements provided and approved by DOES. Grantee will be subject to requirements set forth in RFA No.: DOES-FS-2020 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-FS-2020, this NOGA and the attached proposal.

Grant Funding Amount

The grant amount is determined by the issuing DOES office or department and current funding availability.

A. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the NOGA. There are two (2) payment categories listed below each representing a specific percentage of the total grant amount:

Payment 1: Base Payment: (50%)

The base payment is contingent on successful completion of the following:

- Virtual Orientation
- Work Plan

Payment 2: (50%)

In order to receive payment grantee must submit the following:

- Sign-in Sheets
- Attestation of customer experience survey results

If the grantee does not comply with the NOGA, applicable federal and District laws and regulations, then the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

Grantees shall submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov>. If your organization is not a registered user on the portal, the site will walk you through the steps for registering. Grantees are required to register on the vendor portal, prior to submitting an invoice. If you have any questions, you can contact the E-Invoicing Support Desk at (202) 741 – 5200 or at dcvendorportal@dc.gov.

B. Anti-Deficiency Considerations

The Grantee shall acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349,

1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

IV. MONITORING

DOES staff is responsible for monitoring and evaluating the program and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, Grantee shall provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine Grantee's level of compliance with federal and/or District requirements and to identify specifically whether Grantee's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of Grantee's normal course of programs and activities. Monitoring may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Monitoring may result in corrective action. Monitoring could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

V. COMPLIANCE

Grantee shall be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. Grantee cannot be listed on any federal or local excluded parties list.

Grantees shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials, created as a part of this program and funded by DOES.

In accordance with Title VI of the Civil Rights Act of 1964, as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

Grantee shall train all personnel working on the program funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. The required language access training shall be approved by the DC Office of Human Rights. Grantee is required to report dates and attendees of the training to the DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Monthly Reporting System.

If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the Grantee to ensure compliance.

The Grantee shall comply with all the applicable District and Federal statutes and regulations, as may be amended from time to time, including the below list.

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion)
- Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.
- Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20
- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01
- Universal Paid Leave Act, D.C. Official Code § 32-541.01 et seq.

A. Confidentiality of Records

DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. Grantee must demonstrate an ability to maintain the confidentiality of information. Specifically, the Grantee must agree to and abide by the following conditions.

1. Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.

2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All program staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their families. Grantee shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all program staff and volunteers who will be working on the program.

B. Additional Requirements

1. Indemnification Clause

The Grantee agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the “District”) from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys’ fees), resulting from, arising out of, or in any way connected to activities or work performed by the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

The Grantee assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the NOGA. The Grantee shall also repair or replace any District property that is damaged by the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Grantee where the underlying claim arises from the conduct, action, or omission of the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

2. Insurance

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

Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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

and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance

or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

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

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

F. 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.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

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

The Government of the District of Columbia

And mailed to the attention of:

LaShaun N. Basil

Grant Specialist

(202) 671-4128

Lashaun.basil@dc.gov

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

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

List of Attachments:

- a. Proposal Submitted for RFA No.: DOES-FS-2020
- b. RFA No.: DOES-FS-2020

SIGNATURES

NOGA: DOES-FS-2020-26

Grantee: Neighborhood Associate Corporation

Federal Tax ID Number: [REDACTED]

Grant Amount: \$10,000.00

Authorized Representative Name: Caprice Casson

Authorized Representative Title: Bass Circle Community Director

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the terms of NOGA: DOES-FS-2020-26 the attached proposal submitted in response to RFA No.: DOES-FS-2020 and that the statements and certifications included in this NOGA are true and accurate.

On behalf of Grantee, I understand and agree to the terms and conditions of this NOGA and RFA No.: RFA No.: DOES-FS-2020 and hereby certify my authority to execute this NOGA on Grantee's behalf.



 Signature of Authorized Representative

 August 12, 2020

 Date

 Afnan Rashid

 Printed Name of Authorized Representative

 Vice President

 Title of Authorized Representative

To Be Completed by The District of Columbia:



 Nicole Chapple
 Department of Employment Services
 Grant Officer

 08/13/2020

 Date



NOTICE OF GRANT AWARD (NOGA)

Information Page

RFA No.: DOES-FS-2020

NOGA No.: DOES-FS-2020-27

Grantee: Saving Our Next Generation

Award Begin Date: August 6, 2020

Award End Date: September 30, 2020

Grant Award Amount: \$10,000.00

DOES Grant Officer Point of Contact Information:

Name: Nicole Chapple

Email: Nicole.chapple@dc.gov

Phone: 202-671-1900

DOES Grant Specialist Contact Information:

Name: LaShaun Basil

Email: lashaun.basil@dc.gov

Phone: 202-671-4128

DOES Performance Monitoring Point of Contact Information:

Name: Porscha Mills

Email: porscha.mills@dc.gov

Phone: 202-698-4125

DOES Program Office Point of Contact Information:

Name: Christina Brew

Email: christina.brew@dc.gov

Phone: 202-698-4125

Grantee Point of Contact Information:

Name: Paul Winestock

Email: Sondincorporation@gmail.com

Phone: 202-705-0024

Tax ID#/EIN: [REDACTED]

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-FS-2020-27 between DOES and Saving Our Next Generation. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50, and D.C. Code § 1-328.05, as amended.

I. BACKGROUND

DOES' mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. DOES provides a range of programs and services to job seekers and employers, including MBSYEP.

MBSYEP is a locally funded program administered by DOES OYP that provides District youth ages 14 to 24 with enriching and constructive summer work experiences through subsidized placements in the non-profit, private, and government sectors.

Through MBSYEP, DOES strives to provide youth with the opportunity to:

1. Earn money and gain meaningful work experience;
2. Learn and develop the skills, attitudes, and commitment necessary to succeed in today's world of work;
3. Gain exposure to various exciting career industries; and
4. Interact with dynamic working professionals in a positive work environment.

Though MBSYEP is a short-term employment and training program, our goal is to introduce our youth to employers who will positively impact their futures. Employers in the Washington, DC, metropolitan area makes this annual program possible by volunteering to serve as Host Employers and providing structured job opportunities for youth during the summer.

II. SCOPE

The Department of Employment Services, Office of Youth Programs (OYP) is seeking grantees to provide follow-up services to DC youth between the ages of 14 and 17 that participated in the 2020 Marion Barry Summer Youth Employment Program (MBSYEP).

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1. Prior to the start of the program, Grantee must successfully complete:
 - a. DOES technical site visit inspection;
 - b. DOES Virtual Orientation;
 - c. All DOES mandatory meetings

B. Program Requirements

Grantee must successfully complete the following during the period of performance:

- a) The grantee shall provide monthly progress reports documenting the progress and attendance of all participants enrolled in the program.
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- e) Collect data regarding contact with Limited English Proficient (LEP) and Non-English Proficient (NEP) participants and report this data to DOES Language Access Coordinator on a quarterly basis.
- f) Provide interpretation services and translation of vital documents to LEP/NEP customers. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- g) Incorporate the provided DOES logos, taglines, identifiers, and/or other branding on all products, programs, activities, services, resources, and related property and materials funded by DOES.
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In addition to the milestones and outcomes, the grantee must provide the following reports:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
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DOES will have sole ownership and control of all created materials created, information gathered deliverables. The Grantee must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

D. Changes to Scope

Any changes to the scope and/or grant funding must be approved in writing by the Grant Monitor designated in this NOGA, and the Grant Officer and/or the DOES Director. The Grantee shall submit written notice of any changes in programming, staffing and site location within twenty-four (24) hours of the change. Any programming, staffing or site location changes must be approved by DOES, prior to the proposed change.

PERIOD OF PERFORMANCE

The Follow-up Service Grant will operate from the date of award through September 30, 2020.

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DOES reserves the sole right to exercise four option years beyond the original period of performance, contingent upon the availability of funding and satisfactory performance from the Grantee. The funding amount for the option year will be determined by DOES and all terms and requirements of the original grant will apply unless modified by DOES. Any modifications to the NOGA shall occur, prior to the termination or expiration of the NOGA.

III. GRANT FUNDING

Funds for this Grant are provided by DOES. This program was designed by the Grantee, based on the requirements provided and approved by DOES. Grantee will be subject to requirements set forth in RFA No.: DOES-FS-2020 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-FS-2020, this NOGA and the attached proposal.

Grant Funding Amount

The grant amount is determined by the issuing DOES office or department and current funding availability.

A. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the NOGA. There are two (2) payment categories listed below each representing a specific percentage of the total grant amount:

Payment 1: Base Payment: (50%)

The base payment is contingent on successful completion of the following:

- Virtual Orientation
- Work Plan

Payment 2: (50%)

In order to receive payment grantee must submit the following:

- Sign-in Sheets
- Attestation of customer experience survey results

If the grantee does not comply with the NOGA, applicable federal and District laws and regulations, then the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

Grantees shall submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov>. If your organization is not a registered user on the portal, the site will walk you through the steps for registering. Grantees are required to register on the vendor portal, prior to submitting an invoice. If you have any questions, you can contact the E-Invoicing Support Desk at (202) 741 – 5200 or at dcvendorportal@dc.gov.

B. Anti-Deficiency Considerations

The Grantee shall acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349,

1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

IV. MONITORING

DOES staff is responsible for monitoring and evaluating the program and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, Grantee shall provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine Grantee's level of compliance with federal and/or District requirements and to identify specifically whether Grantee's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of Grantee's normal course of programs and activities. Monitoring may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Monitoring may result in corrective action. Monitoring could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

V. COMPLIANCE

Grantee shall be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. Grantee cannot be listed on any federal or local excluded parties list.

Grantees shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials, created as a part of this program and funded by DOES.

In accordance with Title VI of the Civil Rights Act of 1964, as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

Grantee shall train all personnel working on the program funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. The required language access training shall be approved by the DC Office of Human Rights. Grantee is required to report dates and attendees of the training to the DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Monthly Reporting System.

If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the Grantee to ensure compliance.

The Grantee shall comply with all the applicable District and Federal statutes and regulations, as may be amended from time to time, including the below list.

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion)
- Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.
- Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20
- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01
- Universal Paid Leave Act, D.C. Official Code § 32-541.01 et seq.

A. Confidentiality of Records

DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. Grantee must demonstrate an ability to maintain the confidentiality of information. Specifically, the Grantee must agree to and abide by the following conditions.

1. Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.

2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All program staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their families. Grantee shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all program staff and volunteers who will be working on the program.

B. Additional Requirements

1. Indemnification Clause

The Grantee agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the “District”) from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys’ fees), resulting from, arising out of, or in any way connected to activities or work performed by the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

The Grantee assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the NOGA. The Grantee shall also repair or replace any District property that is damaged by the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Grantee where the underlying claim arises from the conduct, action, or omission of the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

2. Insurance

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

Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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

and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance

or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

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

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

F. 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.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

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

The Government of the District of Columbia

And mailed to the attention of:

LaShaun N. Basil

Grant Specialist

(202) 671-4128

Lashaun.basil@dc.gov

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

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

List of Attachments:

- a. Proposal Submitted for RFA No.: DOES-FS-2020
- b. RFA No.: DOES-FS-2020

SIGNATURES**NOGA:** DOES-FS-2020-27**Grantee:** Saving Our Next Generation**Federal Tax ID Number:** [REDACTED]**Grant Amount:** \$10,000.00**Authorized Representative Name:** Jasmine Byrd**Authorized Representative Title:** Data & Grant Specialist

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the terms of NOGA: DOES-FS-2020-27 the attached proposal submitted in response to RFA No.: DOES-FS-2020 and that the statements and certifications included in this NOGA are true and accurate.

On behalf of Grantee, I understand and agree to the terms and conditions of this NOGA and RFA No.: RFA No.: DOES-FS-2020 and hereby certify my authority to execute this NOGA on Grantee's behalf.



Signature of Authorized Representative

08/13/2020

Date

Jasmine Byrd

Printed Name of Authorized Representative

Data and Grant Specialist

Title of Authorized Representative

Nicole
Chapple

Nicole Chapple
Department of Employment Services
Grant Officer

To Be Completed by The District of Columbia:

Digitally signed by Nicole Chapple
DN: cn=Nicole Chapple, o=Department of
Employment Services, ou=Chief Operating
Officer, email=nicole.chapple@dc.gov,
c=US
Date: 2020.08.14 13:20:25 -04'00'

08/14/2020

Date



NOTICE OF GRANT AWARD (NOGA)

Information Page

RFA No.: DOES-FS-2020

NOGA No.: DOES-FS-2020-28

Grantee: LT Tyus Editing and Consulting

Award Begin Date: August 6, 2020

Award End Date: September 30, 2020

Grant Award Amount: \$10,000.00

DOES Grant Officer Point of Contact Information:

Name: Nicole Chapple

Email: Nicole.chapple@dc.gov

Phone: 202-671-1900

DOES Grant Specialist Contact Information:

Name: LaShaun Basil

Email: lashaun.basil@dc.gov

Phone: 202-671-4128

DOES Performance Monitoring Point of Contact Information:

Name: Porscha Mills

Email: porscha.mills@dc.gov

Phone: 202-698-4125

DOES Program Office Point of Contact Information:

Name: Christina Brew

Email: christina.brew@dc.gov

Phone: 202-698-4125

Grantee Point of Contact Information:

Name: Lawanda Tyus

Email: ltyus1@gmail.com

Phone: 202-595-4904

Tax ID#/EIN: [REDACTED]

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-FS-2020-28 between DOES and LT Tyus Editing and Consulting. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50, and D.C. Code § 1-328.05, as amended.

I. BACKGROUND

DOES' mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. DOES provides a range of programs and services to job seekers and employers, including MBSYEP.

MBSYEP is a locally funded program administered by DOES OYP that provides District youth ages 14 to 24 with enriching and constructive summer work experiences through subsidized placements in the non-profit, private, and government sectors.

Through MBSYEP, DOES strives to provide youth with the opportunity to:

1. Earn money and gain meaningful work experience;
2. Learn and develop the skills, attitudes, and commitment necessary to succeed in today's world of work;
3. Gain exposure to various exciting career industries; and
4. Interact with dynamic working professionals in a positive work environment.

Though MBSYEP is a short-term employment and training program, our goal is to introduce our youth to employers who will positively impact their futures. Employers in the Washington, DC, metropolitan area makes this annual program possible by volunteering to serve as Host Employers and providing structured job opportunities for youth during the summer.

II. SCOPE

The Department of Employment Services, Office of Youth Programs (OYP) is seeking grantees to provide follow-up services to DC youth between the ages of 14 and 17 that participated in the 2020 Marion Barry Summer Youth Employment Program (MBSYEP).

A. Pre-Program Requirements

1. Prior to the start of the program, Grantee must successfully complete:
 - a. DOES technical site visit inspection;
 - b. DOES Virtual Orientation;
 - c. All DOES mandatory meetings

B. Program Requirements

Grantee must successfully complete the following during the period of performance:

- a) The grantee shall provide monthly progress reports documenting the progress and attendance of all participants enrolled in the program.
- b) At the end of the program, the grantee shall provide a program completion spreadsheet that documents all participants who have satisfied all requirements for the program.
- c) The grantee shall collect and report statistical information as requested by DOES, including individual-level data on enrollment, participant demographics, specific services provided, and participation in workshops and other programs specific related activities and outcomes.
- d) Grantees will be required to participate in ongoing monitoring and evaluation activities led by DOES designated evaluator. These may include technical/virtual site visits, surveys, interviews, focus groups, administrative records review, and other data collection and evaluation strategies.
- e) Collect data regarding contact with Limited English Proficient (LEP) and Non-English Proficient (NEP) participants and report this data to DOES Language Access Coordinator on a quarterly basis.
- f) Provide interpretation services and translation of vital documents to LEP/NEP customers. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- g) Incorporate the provided DOES logos, taglines, identifiers, and/or other branding on all products, programs, activities, services, resources, and related property and materials funded by DOES.
- h) Attend and comply with all DOES meetings, onboarding trainings, requests, etc.

C. Reporting/Deliverables

The required program reports and deliverables are described below and shall be submitted to Program Point of Contact and Grant Specialist identified on the Information Page via email in accordance with the below timeline.

Deliverables

In addition to the milestones and outcomes, the grantee must provide the following deliverables:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Sign-in Sheets	1	Via email	Weekly

Item 2	Work Plan	1	Via email	Upon award
Item 3	Customer Service Survey	1	Via email	9/1/2020

Reports

In addition to the milestones and outcomes, the grantee must provide the following reports:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Program Performance Report	1	Via email	September 30, 2020
Item 2	Monthly Status Report	1	Via email	Monthly by the 10th of the subsequent month
Item 3	Monthly Expenditure Report	1	Via email	Monthly by the 10th of the subsequent month
Item 4	Closeout Report	1	Via email	30 days after the grant end date
Item 5	LEP/NEP Report	1	Via email	Quarterly

DOES will have sole ownership and control of all created materials created, information gathered deliverables. The Grantee must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

D. Changes to Scope

Any changes to the scope and/or grant funding must be approved in writing by the Grant Monitor designated in this NOGA, and the Grant Officer and/or the DOES Director. The Grantee shall submit written notice of any changes in programming, staffing and site location within twenty-four (24) hours of the change. Any programming, staffing or site location changes must be approved by DOES, prior to the proposed change.

PERIOD OF PERFORMANCE

The Follow-up Service Grant will operate from the date of award through September 30, 2020.

A. Option Years

DOES reserves the sole right to exercise four option years beyond the original period of performance, contingent upon the availability of funding and satisfactory performance from the Grantee. The funding amount for the option year will be determined by DOES and all terms and requirements of the original grant will apply unless modified by DOES. Any modifications to the NOGA shall occur, prior to the termination or expiration of the NOGA.

III. GRANT FUNDING

Funds for this Grant are provided by DOES. This program was designed by the Grantee, based on the requirements provided and approved by DOES. Grantee will be subject to requirements set forth in RFA No.: DOES-FS-2020 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-FS-2020, this NOGA and the attached proposal.

Grant Funding Amount

The grant amount is determined by the issuing DOES office or department and current funding availability.

A. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the NOGA. There are two (2) payment categories listed below each representing a specific percentage of the total grant amount:

Payment 1: Base Payment: (50%)

The base payment is contingent on successful completion of the following:

- Virtual Orientation
- Work Plan

Payment 2: (50%)

In order to receive payment grantee must submit the following:

- Sign-in Sheets
- Attestation of customer experience survey results

If the grantee does not comply with the NOGA, applicable federal and District laws and regulations, then the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

Grantees shall submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov>. If your organization is not a registered user on the portal, the site will walk you through the steps for registering. Grantees are required to register on the vendor portal, prior to submitting an invoice. If you have any questions, you can contact the E-Invoicing Support Desk at (202) 741 – 5200 or at dcvendorportal@dc.gov.

B. Anti-Deficiency Considerations

The Grantee shall acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349,

1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

IV. MONITORING

DOES staff is responsible for monitoring and evaluating the program and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, Grantee shall provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine Grantee's level of compliance with federal and/or District requirements and to identify specifically whether Grantee's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of Grantee's normal course of programs and activities. Monitoring may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Monitoring may result in corrective action. Monitoring could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

V. COMPLIANCE

Grantee shall be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. Grantee cannot be listed on any federal or local excluded parties list.

Grantees shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials, created as a part of this program and funded by DOES.

In accordance with Title VI of the Civil Rights Act of 1964, as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

Grantee shall train all personnel working on the program funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. The required language access training shall be approved by the DC Office of Human Rights. Grantee is required to report dates and attendees of the training to the DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Monthly Reporting System.

If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the Grantee to ensure compliance.

The Grantee shall comply with all the applicable District and Federal statutes and regulations, as may be amended from time to time, including the below list.

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion)
- Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.
- Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20
- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01
- Universal Paid Leave Act, D.C. Official Code § 32-541.01 et seq.

A. Confidentiality of Records

DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. Grantee must demonstrate an ability to maintain the confidentiality of information. Specifically, the Grantee must agree to and abide by the following conditions.

1. Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.

2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All program staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their families. Grantee shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all program staff and volunteers who will be working on the program.

B. Additional Requirements

1. Indemnification Clause

The Grantee agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from, arising out of, or in any way connected to activities or work performed by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

The Grantee assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the NOGA. The Grantee shall also repair or replace any District property that is damaged by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Grantee where the underlying claim arises from the conduct, action, or omission of the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

2. Insurance

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

Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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

and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance

or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

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

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

F. 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.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

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

The Government of the District of Columbia

And mailed to the attention of:

LaShaun N. Basil

Grant Specialist

(202) 671-4128

Lashaun.basil@dc.gov

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

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

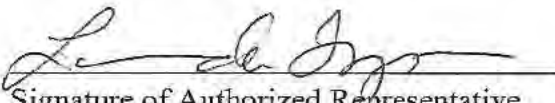
List of Attachments:

- a. Proposal Submitted for RFA No.: DOES-FS-2020
- b. RFA No.: DOES-FS-2020

SIGNATURES**NOGA:** DOES-FS-2020-28**Grantee:** LT Tyus Editing and Consulting**Federal Tax ID Number:** [REDACTED]**Grant Amount:** \$10,000.00**Authorized Representative Name:** Lawanda T Tyus**Authorized Representative Title:** Owner

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the terms of NOGA: DOES-FS-2020-28 the attached proposal submitted in response to RFA No.: DOES-FS-2020 and that the statements and certifications included in this NOGA are true and accurate.

On behalf of Grantee, I understand and agree to the terms and conditions of this NOGA and RFA No.: RFA No.: DOES-FS-2020 and hereby certify my authority to execute this NOGA on Grantee's behalf.


Signature of Authorized Representative

08.13.20
Date

Lawanda Tyus
Printed Name of Authorized Representative

Owner
Title of Authorized Representative

To Be Completed by The District of Columbia:

**Nicole
Chapple**

Digitally signed by Nicole Chapple
DN: cn=Nicole Chapple,
o=Department of Employment
Services, ou=Chief Operating Officer,
email=nicole.chapple@dcd.gov, c=US
Date: 2020.08.14 13:21:14 -04'00'

Nicole Chapple
Department of Employment Services
Grant Officer

08/14/2020
Date



NOTICE OF GRANT AWARD (NOGA)

Information Page

RFA No.: DOES-FS-2020

NOGA No.: DOES-FS-2020-29

Grantee: Urban Alliance

Award Begin Date: August 6, 2020

Award End Date: September 30, 2020

Grant Award Amount: \$10,000.00

DOES Grant Officer Point of Contact Information:

Name: Nicole Chapple

Email: Nicole.chapple@dc.gov

Phone: 202-671-1900

DOES Grant Specialist Contact Information:

Name: LaShaun Basil

Email: lashaun.basil@dc.gov

Phone: 202-671-4128

DOES Performance Monitoring Point of Contact Information:

Name: Porscha Mills

Email: porscha.mills@dc.gov

Phone: 202-698-4125

DOES Program Office Point of Contact Information:

Name: Christina Brew

Email: christina.brew@dc.gov

Phone: 202-698-4125

Grantee Point of Contact Information:

Name: Chiara Montecchi

Email: cmontecchi@theurbanalliance.org

Phone: 312-404-6644

Tax ID#/EIN: [REDACTED]

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-FS-2020-29 between DOES and Urban Alliance. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50, and D.C. Code § 1-328.05, as amended.

I. BACKGROUND

DOES' mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. DOES provides a range of programs and services to job seekers and employers, including MBSYEP.

MBSYEP is a locally funded program administered by DOES OYP that provides District youth ages 14 to 24 with enriching and constructive summer work experiences through subsidized placements in the non-profit, private, and government sectors.

Through MBSYEP, DOES strives to provide youth with the opportunity to:

1. Earn money and gain meaningful work experience;
2. Learn and develop the skills, attitudes, and commitment necessary to succeed in today's world of work;
3. Gain exposure to various exciting career industries; and
4. Interact with dynamic working professionals in a positive work environment.

Though MBSYEP is a short-term employment and training program, our goal is to introduce our youth to employers who will positively impact their futures. Employers in the Washington, DC, metropolitan area makes this annual program possible by volunteering to serve as Host Employers and providing structured job opportunities for youth during the summer.

II. SCOPE

The Department of Employment Services, Office of Youth Programs (OYP) is seeking grantees to provide follow-up services to DC youth between the ages of 14 and 17 that participated in the 2020 Marion Barry Summer Youth Employment Program (MBSYEP).

A. Pre-Program Requirements

1. Prior to the start of the program, Grantee must successfully complete:
 - a. DOES technical site visit inspection;
 - b. DOES Virtual Orientation;
 - c. All DOES mandatory meetings

B. Program Requirements

Grantee must successfully complete the following during the period of performance:

- a) The grantee shall provide monthly progress reports documenting the progress and attendance of all participants enrolled in the program.
- b) At the end of the program, the grantee shall provide a program completion spreadsheet that documents all participants who have satisfied all requirements for the program.
- c) The grantee shall collect and report statistical information as requested by DOES, including individual-level data on enrollment, participant demographics, specific services provided, and participation in workshops and other programs specific related activities and outcomes.
- d) Grantees will be required to participate in ongoing monitoring and evaluation activities led by DOES designated evaluator. These may include technical/virtual site visits, surveys, interviews, focus groups, administrative records review, and other data collection and evaluation strategies.
- e) Collect data regarding contact with Limited English Proficient (LEP) and Non-English Proficient (NEP) participants and report this data to DOES Language Access Coordinator on a quarterly basis.
- f) Provide interpretation services and translation of vital documents to LEP/NEP customers. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- g) Incorporate the provided DOES logos, taglines, identifiers, and/or other branding on all products, programs, activities, services, resources, and related property and materials funded by DOES.
- h) Attend and comply with all DOES meetings, onboarding trainings, requests, etc.

C. Reporting/Deliverables

The required program reports and deliverables are described below and shall be submitted to Program Point of Contact and Grant Specialist identified on the Information Page via email in accordance with the below timeline.

Deliverables

In addition to the milestones and outcomes, the grantee must provide the following deliverables:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Sign-in Sheets	1	Via email	Weekly

Item 2	Work Plan	1	Via email	Upon award
Item 3	Customer Service Survey	1	Via email	9/1/2020

Reports

In addition to the milestones and outcomes, the grantee must provide the following reports:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Program Performance Report	1	Via email	September 30, 2020
Item 2	Monthly Status Report	1	Via email	Monthly by the 10th of the subsequent month
Item 3	Monthly Expenditure Report	1	Via email	Monthly by the 10th of the subsequent month
Item 4	Closeout Report	1	Via email	30 days after the grant end date
Item 5	LEP/NEP Report	1	Via email	Quarterly

DOES will have sole ownership and control of all created materials created, information gathered deliverables. The Grantee must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

D. Changes to Scope

Any changes to the scope and/or grant funding must be approved in writing by the Grant Monitor designated in this NOGA, and the Grant Officer and/or the DOES Director. The Grantee shall submit written notice of any changes in programming, staffing and site location within twenty-four (24) hours of the change. Any programming, staffing or site location changes must be approved by DOES, prior to the proposed change.

PERIOD OF PERFORMANCE

The Follow-up Service Grant will operate from the date of award through September 30, 2020.

A. Option Years

DOES reserves the sole right to exercise four option years beyond the original period of performance, contingent upon the availability of funding and satisfactory performance from the Grantee. The funding amount for the option year will be determined by DOES and all terms and requirements of the original grant will apply unless modified by DOES. Any modifications to the NOGA shall occur, prior to the termination or expiration of the NOGA.

III. GRANT FUNDING

Funds for this Grant are provided by DOES. This program was designed by the Grantee, based on the requirements provided and approved by DOES. Grantee will be subject to requirements set forth in RFA No.: DOES-FS-2020 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-FS-2020, this NOGA and the attached proposal.

Grant Funding Amount

The grant amount is determined by the issuing DOES office or department and current funding availability.

A. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the NOGA. There are two (2) payment categories listed below each representing a specific percentage of the total grant amount:

Payment 1: Base Payment: (50%)

The base payment is contingent on successful completion of the following:

- Virtual Orientation
- Work Plan

Payment 2: (50%)

In order to receive payment grantee must submit the following:

- Sign-in Sheets
- Attestation of customer experience survey results

If the grantee does not comply with the NOGA, applicable federal and District laws and regulations, then the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

Grantees shall submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov>. If your organization is not a registered user on the portal, the site will walk you through the steps for registering. Grantees are required to register on the vendor portal, prior to submitting an invoice. If you have any questions, you can contact the E-Invoicing Support Desk at (202) 741 – 5200 or at dcvendorportal@dc.gov.

B. Anti-Deficiency Considerations

The Grantee shall acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349,

1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

IV. MONITORING

DOES staff is responsible for monitoring and evaluating the program and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, Grantee shall provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine Grantee's level of compliance with federal and/or District requirements and to identify specifically whether Grantee's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of Grantee's normal course of programs and activities. Monitoring may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Monitoring may result in corrective action. Monitoring could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

V. COMPLIANCE

Grantee shall be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. Grantee cannot be listed on any federal or local excluded parties list.

Grantees shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials, created as a part of this program and funded by DOES.

In accordance with Title VI of the Civil Rights Act of 1964, as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

Grantee shall train all personnel working on the program funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. The required language access training shall be approved by the DC Office of Human Rights. Grantee is required to report dates and attendees of the training to the DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Monthly Reporting System.

If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the Grantee to ensure compliance.

The Grantee shall comply with all the applicable District and Federal statutes and regulations, as may be amended from time to time, including the below list.

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion)
- Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.
- Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20
- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01
- Universal Paid Leave Act, D.C. Official Code § 32-541.01 et seq.

A. Confidentiality of Records

DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. Grantee must demonstrate an ability to maintain the confidentiality of information. Specifically, the Grantee must agree to and abide by the following conditions.

1. Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.

2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All program staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their families. Grantee shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all program staff and volunteers who will be working on the program.

B. Additional Requirements

1. Indemnification Clause

The Grantee agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the “District”) from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys’ fees), resulting from, arising out of, or in any way connected to activities or work performed by the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

The Grantee assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the NOGA. The Grantee shall also repair or replace any District property that is damaged by the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Grantee where the underlying claim arises from the conduct, action, or omission of the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

2. Insurance

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

Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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

and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance

or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

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

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

F. 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.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

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

The Government of the District of Columbia

And mailed to the attention of:

LaShaun N. Basil

Grant Specialist

(202) 671-4128

Lashaun.basil@dc.gov

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

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

List of Attachments:

- a. Proposal Submitted for RFA No.: DOES-FS-2020
- b. RFA No.: DOES-FS-2020

SIGNATURES**NOGA:** DOES-FS-2020-29**Grantee:** Urban Alliance**Federal Tax ID Number:** [REDACTED]**Grant Amount:** \$10,000.00**Authorized Representative Name:** Monique Rizer**Authorized Representative Title:** DC Executive Director

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the terms of NOGA: DOES-FS-2020-29 the attached proposal submitted in response to RFA No.: DOES-FS-2020 and that the statements and certifications included in this NOGA are true and accurate.

On behalf of Grantee, I understand and agree to the terms and conditions of this NOGA and RFA No.: RFA No.: DOES-FS-2020 and hereby certify my authority to execute this NOGA on Grantee's behalf.



8/17/2020

Signature of Authorized Representative_____
Date

Monique Rizer

Printed Name of Authorized Representative

DC Executive Director, Urban Alliance

Title of Authorized Representative**To Be Completed by The District of Columbia:**
Nicole ChappleDigitally signed by Nicole Chapple
DN: cn=Nicole Chapple, o=Department of
Employment Services, ou=Chief Operating
Officer, email=nicole.chapple@dc.gov, c=US
Date: 2020.08.18 14:19:25 -04'00'

8/18/2020

Nicole Chapple
Department of Employment Services
Grant Officer_____
Date

**NOTICE OF GRANT AWARD (NOGA)**

Information Page

RFA No.: DOES-FS-2020**NOGA No.:** DOES-FS-2020-30**Grantee:** Echelon Community Services**Award Begin Date:** August 6, 2020**Award End Date:** September 30, 2020**Grant Award Amount:** \$10,000.00**DOES Grant Officer Point of Contact Information:****Name:** Nicole Chapple**Email:** Nicole.chapple@dc.gov**Phone:** 202-671-1900**DOES Grant Specialist Contact Information:****Name:** LaShaun Basil**Email:** lashaun.basil@dc.gov**Phone:** 202-671-4128**DOES Performance Monitoring Point of Contact Information:****Name:** Porscha Mills**Email:** porscha.mills@dc.gov**Phone:** 202-698-4125**DOES Program Office Point of Contact Information:****Name:** Christina Brew**Email:** christina.brew@dc.gov**Phone:** 202-698-4125**Grantee Point of Contact Information:****Name:** Tanya Lewis**Email:** tlewis@echeloncommunityservices.org**Phone:** 202-388-9400**Tax ID#/EIN:** [REDACTED]

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-FS-2020-30 between DOES and Echelon Community Services. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50, and D.C. Code § 1-328.05, as amended.

I. BACKGROUND

DOES' mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. DOES provides a range of programs and services to job seekers and employers, including MBSYEP.

MBSYEP is a locally funded program administered by DOES OYP that provides District youth ages 14 to 24 with enriching and constructive summer work experiences through subsidized placements in the non-profit, private, and government sectors.

Through MBSYEP, DOES strives to provide youth with the opportunity to:

1. Earn money and gain meaningful work experience;
2. Learn and develop the skills, attitudes, and commitment necessary to succeed in today's world of work;
3. Gain exposure to various exciting career industries; and
4. Interact with dynamic working professionals in a positive work environment.

Though MBSYEP is a short-term employment and training program, our goal is to introduce our youth to employers who will positively impact their futures. Employers in the Washington, DC, metropolitan area makes this annual program possible by volunteering to serve as Host Employers and providing structured job opportunities for youth during the summer.

II. SCOPE

The Department of Employment Services, Office of Youth Programs (OYP) is seeking grantees to provide follow-up services to DC youth between the ages of 14 and 17 that participated in the 2020 Marion Barry Summer Youth Employment Program (MBSYEP).

A. Pre-Program Requirements

1. Prior to the start of the program, Grantee must successfully complete:
 - a. DOES technical site visit inspection;
 - b. DOES Virtual Orientation;
 - c. All DOES mandatory meetings

B. Program Requirements

Grantee must successfully complete the following during the period of performance:

- a) The grantee shall provide monthly progress reports documenting the progress and attendance of all participants enrolled in the program.
- b) At the end of the program, the grantee shall provide a program completion spreadsheet that documents all participants who have satisfied all requirements for the program.
- c) The grantee shall collect and report statistical information as requested by DOES, including individual-level data on enrollment, participant demographics, specific services provided, and participation in workshops and other programs specific related activities and outcomes.
- d) Grantees will be required to participate in ongoing monitoring and evaluation activities led by DOES designated evaluator. These may include technical/virtual site visits, surveys, interviews, focus groups, administrative records review, and other data collection and evaluation strategies.
- e) Collect data regarding contact with Limited English Proficient (LEP) and Non-English Proficient (NEP) participants and report this data to DOES Language Access Coordinator on a quarterly basis.
- f) Provide interpretation services and translation of vital documents to LEP/NEP customers. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- g) Incorporate the provided DOES logos, taglines, identifiers, and/or other branding on all products, programs, activities, services, resources, and related property and materials funded by DOES.
- h) Attend and comply with all DOES meetings, onboarding trainings, requests, etc.

C. Reporting/Deliverables

The required program reports and deliverables are described below and shall be submitted to Program Point of Contact and Grant Specialist identified on the Information Page via email in accordance with the below timeline.

Deliverables

In addition to the milestones and outcomes, the grantee must provide the following deliverables:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Sign-in Sheets	1	Via email	Weekly

Item 2	Work Plan	1	Via email	Upon award
Item 3	Customer Service Survey	1	Via email	9/1/2020

Reports

In addition to the milestones and outcomes, the grantee must provide the following reports:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Program Performance Report	1	Via email	September 30, 2020
Item 2	Monthly Status Report	1	Via email	Monthly by the 10th of the subsequent month
Item 3	Monthly Expenditure Report	1	Via email	Monthly by the 10th of the subsequent month
Item 4	Closeout Report	1	Via email	30 days after the grant end date
Item 5	LEP/NEP Report	1	Via email	Quarterly

DOES will have sole ownership and control of all created materials created, information gathered deliverables. The Grantee must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

D. Changes to Scope

Any changes to the scope and/or grant funding must be approved in writing by the Grant Monitor designated in this NOGA, and the Grant Officer and/or the DOES Director. The Grantee shall submit written notice of any changes in programming, staffing and site location within twenty-four (24) hours of the change. Any programming, staffing or site location changes must be approved by DOES, prior to the proposed change.

PERIOD OF PERFORMANCE

The Follow- up Service Grant will operate from the date of award through September 30, 2020.

A. Option Years

DOES reserves the sole right to exercise four option years beyond the original period of performance, contingent upon the availability of funding and satisfactory performance from the Grantee. The funding amount for the option year will be determined by DOES and all terms and requirements of the original grant will apply unless modified by DOES. Any modifications to the NOGA shall occur, prior to the termination or expiration of the NOGA.

III. GRANT FUNDING

Funds for this Grant are provided by DOES. This program was designed by the Grantee, based on the requirements provided and approved by DOES. Grantee will be subject to requirements set forth in RFA No.: DOES-FS-2020 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-FS-2020, this NOGA and the attached proposal.

Grant Funding Amount

The grant amount is determined by the issuing DOES office or department and current funding availability.

A. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the NOGA. There are two (2) payment categories listed below each representing a specific percentage of the total grant amount:

Payment 1: Base Payment: (50%)

The base payment is contingent on successful completion of the following:

- Virtual Orientation
- Work Plan

Payment 2: (50%)

In order to receive payment grantee must submit the following:

- Sign-in Sheets
- Attestation of customer experience survey results

If the grantee does not comply with the NOGA, applicable federal and District laws and regulations, then the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

Grantees shall submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov> . If your organization is not a registered user on the portal, the site will walk you through the steps for registering. Grantees are required to register on the vendor portal, prior to submitting an invoice. If you have any questions, you can contact the E-Invoicing Support Desk at (202) 741 – 5200 or at dcvendorportal@dc.gov.

B. Anti-Deficiency Considerations

The Grantee shall acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349,

1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

IV. MONITORING

DOES staff is responsible for monitoring and evaluating the program and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, Grantee shall provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine Grantee's level of compliance with federal and/or District requirements and to identify specifically whether Grantee's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of Grantee's normal course of programs and activities. Monitoring may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Monitoring may result in corrective action. Monitoring could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

V. COMPLIANCE

Grantee shall be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. Grantee cannot be listed on any federal or local excluded parties list.

Grantees shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials, created as a part of this program and funded by DOES.

In accordance with Title VI of the Civil Rights Act of 1964, as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

Grantee shall train all personnel working on the program funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. The required language access training shall be approved by the DC Office of Human Rights. Grantee is required to report dates and attendees of the training to the DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Monthly Reporting System.

If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the Grantee to ensure compliance.

The Grantee shall comply with all the applicable District and Federal statutes and regulations, as may be amended from time to time, including the below list.

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion)
- Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.
- Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20
- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01
- Universal Paid Leave Act, D.C. Official Code § 32-541.01 et seq.

A. Confidentiality of Records

DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. Grantee must demonstrate an ability to maintain the confidentiality of information. Specifically, the Grantee must agree to and abide by the following conditions.

1. Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.



2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All program staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their families. Grantee shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all program staff and volunteers who will be working on the program.

B. Additional Requirements

1. Indemnification Clause

The Grantee agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from, arising out of, or in any way connected to activities or work performed by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

The Grantee assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the NOGA. The Grantee shall also repair or replace any District property that is damaged by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Grantee where the underlying claim arises from the conduct, action, or omission of the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

2. Insurance

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

Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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



and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance

or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

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

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

F. 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.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

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

The Government of the District of Columbia

And mailed to the attention of:

LaShaun N. Basil

Grant Specialist

(202) 671-4128

Lashaun.basil@dc.gov

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

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

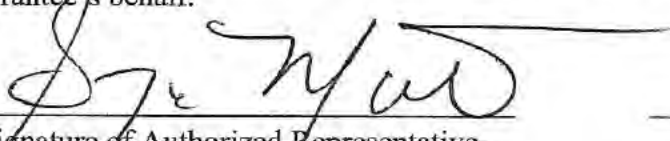
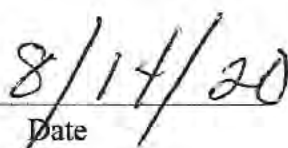
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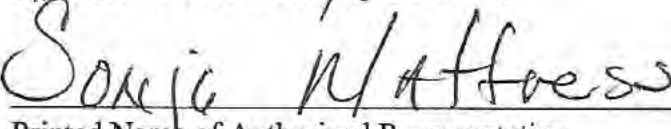
- a. Proposal Submitted for RFA No.: DOES-FS-2020
- b. RFA No.: DOES-FS-2020

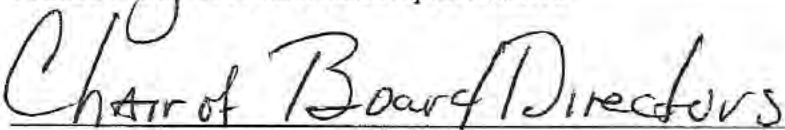
SIGNATURES**NOGA:** DOES-FS-2020-30**Grantee:** Echelon Community Services**Federal Tax ID Number** [REDACTED]**Grant Amount:** \$10,000.00**Authorized Representative Name:** Sonja Mattress**Authorized Representative Title:** Chair of Board

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the terms of NOGA: DOES-FS-2020-30 the attached proposal submitted in response to RFA No.: DOES-FS-2020 and that the statements and certifications included in this NOGA are true and accurate.

On behalf of Grantee, I understand and agree to the terms and conditions of this NOGA and RFA No.: RFA No.: DOES-FS-2020 and hereby certify my authority to execute this NOGA on Grantee's behalf.

 
Signature of Authorized Representative Date


Printed Name of Authorized Representative


Title of Authorized Representative

To Be Completed by The District of Columbia:


Nicole Chapple
Department of Employment Services
Grant Officer

Digitally signed by Nicole Chapple
DN: cn=Nicole Chapple,
o=Department of Employment
Services, ou=Chief Operating Officer,
email=nicole.chapple@dc.gov, c=US
Date: 2020.08.18 14:30:11 -04'00'

08/18/2020
Date



Notice of Grant Award (NOGA)

Information Page

RFA No.: DOES-WRT-2019

NOGA No.: DOES-IET-2019-01

Grantee: KBEC Group

Award Begin Date: October 1st, 2019

Award End Date: September 30th, 2020

Grant Award Amount: \$150,000

DOES Grant Officer Point of Contact Information:

Name: Nicole Chapple

Email: Nicole.Chapple@dc.gov

Phone: 202-671-3094

DOES Grant Specialist Contact Information:

Name: Anthony Gamblin

Email: Anthony.Gamblin2@dc.gov

Phone: 202-698-5758

DOES Division of State Initiatives Program Point of Contact Information:

Name: David Lloyd

Email: David.Lloyd@dc.gov

Phone: 202-698-6683

DOES Performance Monitoring Point of Contact Information:

Name: Porscha Mills

Email: Porscha.Mills@dc.gov

Phone: 202-698-4125

Grantee Point of Contact Information:

Name: Kimberly Hood-Berry Jelks

Email: khhbjelks@kbecgroup.com

Phone: 202-590-8388

Tax ID#/EIN [REDACTED]

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-IET-2019-01 between DOES and KBEC Group. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50 and D.C. Code §1-328.05, as amended.

I. BACKGROUND

The mission of DOES is to foster economic development and growth in the District of Columbia by providing workforce development services, bringing together employers and job seekers, compensating eligible unemployed and injured workers, and promoting safe and healthy workplaces. With the transition to the Workforce Innovation Opportunity Act (WIOA), the District of Columbia is well positioned to further expand its innovative programmatic offerings and overall workforce system capacity.

II. SCOPE

DOES Division of State Initiatives (DSI) is seeking organizations to deliver quality, structured and measurable training and supportive training services (i.e. intensive case management), basic skills training (i.e. math, reading or spoken English), as well as certification-based occupational skills training or non-credentialed industry-specific training.

A. Pre Program Requirements

1. Prior to the start of the program, Grantee must successfully complete:
 - a. DOES site visit inspection (if applicable),
 - b. Award Orientation that will be scheduled by DOES and
 - c. Mandatory pre-program trainings (VOS, Personal Identifiable Information Training, & Federal Tax Information Training) (if applicable)

B. Program Requirements

1. During the period of performance, Grantee shall:
 - a. Secure all insurance requirements within one month of the grant execution or the grant may be terminated for non-compliance with ORM insurance requirements.
 - b. Attend Monthly Meeting as scheduled.
 - c. Submit all required reports, in accordance with the schedule outlined in section II.C.
 - d. Provide programming as outlined in the proposal the Grantee submitted in response to RFA No.: DOES-WRT-2019. The proposal is attached hereto and is made a part of this NOGA.

- e. Maintain and provide documentation related to this program for 3 years after submission of the final report. At any time before final payment and 3 years thereafter, DOES may have the Grantee's invoices vouchers and statements of cost audited. Any payment may be reduced by amounts found by DOES not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that the District has made all payments to the Grantee and an overpayment is found, the Grantee shall reimburse the District for said overpayment within 30 days, after written notification.
- f. Establish and maintain books, records and documents (including electronic storage media) in accordance with Generally Accepted Accounting Principles and Practices, which sufficiently and properly reflect all revenues and expenditures of grant funds awarded by the District pursuant to this NOGA.
- g. Grant reasonable access to DOES, the D.C. Auditor, any applicable federal department, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records (including computer records or electronic storage media) of the Grantee that are directly pertinent to charges to the program, in order to conduct audits and examinations and to make excerpts, transcripts and photocopies. This right of access also includes timely and reasonable access to Grantees' personnel for the purpose of interviews and discussions related to such documents.

C. Reporting/Deliverables

Reporting

1. The required program deliverables for each participant are described below and shall be submitted to Program Point of Contact and Grant Specialist identified on the information page via email in accordance with the timeline below:

Reports Required	Frequency
Program Timeline/Schedule of Occupational Training – Grantees shall complete and submit a final program timeline/schedule prior to the start of the program.	Prior to start of program
Program Timesheets and Attendance Report – Grantee shall maintain timesheets for each participant and report each participant hour of attendance every Thursday by 5:00 pm.	Weekly
Monthly Program Status Report/Case Notes – Grantee shall complete and submit monthly status reports/case notes by or before the 5 th of the month following the period of activity.	Monthly
Monthly Expenditure Report – Grantees shall complete and submit a monthly expenditure report by or before the 10 th of the month following the period of activity.	Monthly
Participant Evaluations	Half-way through the period of

	performance and at the grant close.
Quarterly LEP/NEP Report – Grantee shall collect and report data on encounters with Limited or Non-English proficient (LEP/NEP) individuals, and interpretation services and translation of vital documents for LEP/NEP individuals by or before the 10 th of the month following the end of the quarter of activity. If the number is zero (0) that information must still be reported.	Quarterly
Close Out Report – Grantee shall provide DOES with a written close-out report no later than 30 days after the program end date.	No later than 30 days after the period of performance ends.

Deliverables

Description	Due Date
• Pre-Assessment Basic Skills Test	Upon participant(s) entering the program
• Post-Assessment Basic Skills Test	Upon participant(s) completing the program
• Orientation for program participants	Within 2 weeks of completions of recruitment activities
• Case Management Services	Ongoing

- Participant Files** – Grantees shall complete and submit a participant file for every participant in the program, with strategic categories selected. A hard copy of ALL participant files shall be submitted to DOES via mail with a postmark date no later than 30 days after the end of the grant. All files shall be mailed to:

ATTN: David Lloyd
Department of Employment Services
4058 Minnesota Avenue, Suite 5000, NE
Washington, D.C. 20019

- DOES will have sole ownership and control of all deliverables. The Grantee shall receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

D. Changes to Scope

Any changes to the scope and/or grant funding must be approved in writing by the Grant Monitor(s) as designated in this NOGA, and the Grant Officer and/or the DOES Director. The Grantee shall submit written notice of any changes in programming, staffing and site location within twenty-four (24) hours of the change. Any programming, staffing or site location changes must be approved by DOES, prior to the proposed change.

III. PERIOD OF PERFORMANCE

The "Integrated Education & Training" grant will operate from the date of award through 12 months thereafter.

Final deliverables are due by or before September 30, 2020.

A. Option Year(s)

DOES reserves the sole right to exercise up to three option years beyond the original period of performance contingent upon the availability of funding and satisfactory performance from the Grantee. The funding amount for the option year will be determined by DOES and all terms and requirements of the original grant will apply unless modified by DOES. Any modifications to the NOGA shall occur prior to the expiration of the NOGA.

IV. GRANT FUNDING

DOES provided the funds for this Grant opportunity. This program was designed by the Grantee, based on the requirements provided and approved by DOES. Grantee will be subject to requirements set forth in RFA No.: DOES-WRT-2019 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-WRT-2019, this NOGA and the attached proposal.

A. Grant Funding Amount

The grant amount is determined by the issuing DOES office or department and current funding availability.

B. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the NOGA. DOES reserves the right to withhold payment, if the invoice amount exceeds the expenditure amount by 30%.

There are three (3) payment categories listed below each representing a specific percentage of the total grant amount:

PAYMENT #1 - Base Amount	PAYMENT #2 (Monthly Reimbursement)	PAYMENT #3 (per participant placement rate)
25%	30%	45%

PAYMENT #1 – Base Amount: Grantees that successfully complete the pre-program site visit, attend the mandatory pre-program trainings (VOS, Personal Identifiable Information Training, & Federal Tax Information Training) and orientation will be eligible to submit an invoice for the base payment amount.

PAYMENT #2 – Each month's payout will be determined by the eligible expenses and documentation provided by the grantee. This will be a monthly reimbursable amount after the base payment has been expended.

PAYMENT #3 - A minimum of 65% of program completers must be placed into a job by the grantee or through a partner organization. There will be a per participant placement rate determined by the number of participants being served by the grantee.

If the Grantee does not comply with the NOGA, applicable federal and District laws and regulations, the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

C. E-Invoices

Grantees shall submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov> . If your organization is not a registered user on the portal, the site will walk you through the steps for registering. All Grantees are required to register on the vendor portal prior to submitting an invoice. If you have any questions, you can contact the E-Invoicing Support Desk at (202) 741 – 5200 or at dcvendorportal@dc.gov.

D. Anti-Deficiency Considerations

The Grantee shall acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 , (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

V. MONITORING

DOES staff is responsible for monitoring and evaluating the program, and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, the Grantee shall provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine Grantee's level of compliance with federal and/or District requirements and to identify specifically whether Grantee's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of Grantee's normal course of programs and activities. Monitoring may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Monitoring may result in corrective action. Monitoring could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

VI. COMPLIANCE

Grantee shall be current on payment of all federal and District taxes, including Unemployment Insurance taxes and Paid Family Leave taxes and Workers' Compensation premiums. Grantee cannot be listed on any federal or local excluded parties list.

Grantee shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials funded by DOES.

In accordance with Title VI of the Civil Rights Act of 1964, as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intra-family offense, and place of residence or business, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

Grantee shall collect data regarding contact with LEP/NEP customers and report this data to DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Reporting System, Attachment B.

Grantee shall provide interpretation services and translation of vital documents to LEP/NEP customers. All translated materials must have DOES brand. Grantee shall report collected data on interpretation services and translation of vital documents to the DOES Language Access Coordinator on a quarterly basis using the Language Access Program Monthly Reporting System, Attachment B.

Grantee shall train all personnel working on the project funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. and report dates and attendees of the training to the DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Monthly Reporting System, Attachment B.

Since the amount of the grant is \$100,000 or more, Grantee is required by law to pay all employees working on the grant funded project at a rate that meets or exceeds the current living wage, pursuant to the Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.

If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the Grantee to ensure compliance.

The Grantee shall comply with all the applicable District and Federal statutes and regulations as may be amended from time to time including:

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.

- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion)
- Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.
- Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20
- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01

VII. Confidentiality of Records

DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. Grantee must demonstrate an ability to maintain the confidentiality of information. Specifically, the Grantee must agree to and abide by the following conditions:

1. Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.
2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All project staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their families. Grantee shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all project staff and volunteers who will be working on the project.

VIII. Additional Requirements

1. Indemnification Clause

The Grantee agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from, arising out of, or in any way connected to activities or work performed by the Grantee, the Grantee's officers,

employees, agents, servants, subgrantees, or any other person acting for or by permission of the Grantee in performance of the NOGA.

The Grantee assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the NOGA. The Grantee shall also repair or replace any District property that is damaged by the Grantee, the Grantee's officers, employees, agents, servants, subgrantees, or any other person acting for or by permission of the Grantee while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Grantee where the underlying claim arises from the conduct, action, or omission of the Grantee, the Grantee's officers, employees, agents, servants, subgrantees, or any other person acting for or by permission of the Grantee in performance of the NOGA.

2. Insurance

- A. **GENERAL REQUIREMENTS.** The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Grantee shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Grantee shall require all of its subgrantees to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Grantee and its subgrantees (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subgrantees (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subgrantees, and not the additional insured. The additional insured status under the Grantee's and its subgrantees' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Grantee's and its subgrantees' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Grantee or its subgrantees, or anyone for whom the Grantee or its subgrantees may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Grantee, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee, with minimum per accident limits equal to the greater of (i) the limits set forth in the Grantee's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

4. Cyber Liability Insurance - The Grantee shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Grantee in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall

provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

5. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Grantee's umbrella or excess liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

- C. **DURATION.** The Grantee shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- D. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE GRANTEE'S LIABILITY UNDER THIS CONTRACT.**
- E. **GRANTEE'S PROPERTY.** Grantee and subgrantees are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- F. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the contract price.
- G. **NOTIFICATION.** The Grantee shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Grantee shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

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

The Government of the District of Columbia

And email to the attention of:

Anthony Gamblin

Anthony.Gamblin2.@dc.gov

Department of Employment Services

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

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

List of Attachments

1. Proposal Submitted for RFA No.: DOES-WRT-2019
2. Budget Modification

SIGNATURES

NOGA: DOES-IET-2019-01

Grantee: KBEC Group

Federal Tax ID Number: [REDACTED]

Grant Amount: \$150,000

Authorized Representative Name: Kimberly Hood-Berry Jelks

Authorized Representative Title: Executive Director

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the terms of this NOGA, DOES-IET-2019-01, the attached proposal submitted in response to RFA No.: DOES-WRT-2019, and that the statements and certifications included in this NOGA are true and accurate.

On behalf of Grantee, I understand and agree to the terms and conditions of this NOGA and RFA No.: DOES-WRT-2019 and hereby certify my authority to execute this NOGA on Grantee's behalf.



Signature of Authorized Representative

9/30/2019

Date

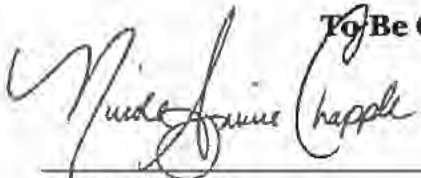
Kimberly Hood-Berry Jelks

Printed Name of Authorized Representative

President and Executive Director

Title of Authorized Representative

To Be Completed By The District of Columbia:



Nicole Chapple
Department of Employment Services
Chief Operating Officer/Grant Officer

9/30/19

Date



Notice of Grant Award (NOGA)

Information Page

RFA No.: DOES-IYEG-2019

NOGA No.: DOES-Innovations in Youth Employment Research Grant

Grantee: Quality Education for Minorities Network (QEM)

Award Begin Date: September 26, 2019

Award End Date: September 25, 2020

Grant Award Amount: \$49,705.00

DOES Grant Officer Point of Contact Information:

Name: Nicole Chapple

Email: Nicole.chapple@dc.gov

Phone: 202-671-1900

DOES Grant Specialist Contact Information:

Name: Vanessa Black

Email: Vanessa.Black@dc.gov

Phone: 202-698-5808

DOES Office of Legislative Affairs Point of Contact Information:

Name: Todd Valentine

Email: Todd.Valentine@dc.gov

Phone: 202-698-3754

DOES Performance Monitoring Point of Contact Information:

Name: Porscha Mills

Email: porscha.mills@dc.gov

Phone: 202-698-4125

Grantee Point of Contact Information:

Name: Ivory Toldson, Ph.D

Email: itoldson@qem.org

Phone: 202-659-1818

Tax ID#/EIN: [REDACTED]

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-Innovations in Youth Employment Research Grant 2019 between DOES and Quality Education for Minorities (QEM) Network. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50 and D.C. Code §1-328.05.

I. BACKGROUND

DOES plays a critical role in providing youth employment programs and related services for District of Columbia (District) youth and recognizes that conventional programming may overlook barriers to youth employment, such as trauma, hunger, homelessness, mental health issues, poverty and under-unemployment.

Through the "Innovations in Youth Employment Research Grant", DOES seeks to invest in regional and national best practice criteria, milestones and outcomes that better connect, align, and integrate workforce systems to reduce the achievement gap, reduce the negative impact of barriers, improve work-based learning, and increase retention.

II. SCOPE

The Grantee shall provide research and identify regional and national best practice criteria, milestones and outcomes for creating, monitoring and evaluating youth employment programs, and (2) analyze DOES' current workforce development program offerings areas to determine how they align with regional and national best practices for programs that provide and support youth employment (16-24).

The desired findings from this research grant will afford the District the opportunity to improve outcomes for vulnerable youth (16-24) by first creating solutions that address the following:

1. What is the impact of youth employment on developing talent and creating access to jobs and careers?
2. How does the District benchmark nationally with other similarly situated cities as it relates to its current youth workforce development program offering areas?
 - a. Are there specific factors/barriers that impact the effectiveness of these programs?
 - b. What recommendations and best practices can be implemented for the Marion Barry Summer Youth Employment Program?
3. How can work-based learning opportunities help close the achievement gap?
4. How can we change the public perception for adolescent African American males wanting to enter the workforce?
5. It will be important for the grantee to engage on how a new narrative could help counter some of those variances.

A. Pre-Program Requirements

Prior to the start of the program, Grantee must successfully complete:

- a. Award Orientation that will be scheduled by DOES

B. Program Requirements

1. During the period of performance, Grantee shall:
 - a. Secure all insurance requirements within one month of the grant execution or the grant may be terminated for non-compliance with ORM insurance requirements.
 - b. Attend Monthly Meetings as scheduled.
 - c. Submit monthly progress report to include high-level detail research, data collection and timeline for draft and completion.
 - d. Submit all required reports, in accordance with the scheduled outlined in section II, B.
 - e. Provide programming as outlined in the application the Grantee submitted in response to RFA No.: DOES-Innovations in Youth Employment Research Grant. The application is attached hereto and is made a part of this grant agreement.
 - f. Incorporate DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials funded by DOES.
 - g. Maintain and provide documentation related to this program for 3 years after submission of the final payment. At any time before final payment and 3 years thereafter, DOES may have the Grantee's invoices, vouchers and statements of cost audited. Any payment may be reduced by amounts found by DOES not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that the District has made all payments to the Grantee and an overpayment is found, the Grantee shall reimburse the District for said overpayment within 30 days, after written notification.
 - h. Establish and maintain books, records, and documents including electronic storage media in accordance with Generally Accepted Accounting Principles and Practices, which sufficiently and properly reflect all revenues and expenditures of grant funds awarded by the District pursuant to this NOGA.
 - i. Grant reasonable access to DOES, the D.C. Auditor, any applicable federal department, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records including computer records or electronic storage media of the Grantee that are directly pertinent to charges to the program, in order to conduct audits and examinations and to make excerpts, transcripts and photocopies. This right of access also includes timely and reasonable access to Grantees' personnel for the purpose of interviews and discussions related to such documents.

Reporting/Deliverables

The required program reports and deliverables are described below and shall be submitted to Program Point of Contact and Grant Specialist identified on the information page via email in accordance with the timeline below:

Reporting

Reports Required	Frequency
Monthly Status Report – Grantee shall complete and submit monthly status reports (summarizing monthly activities, including high-level detail on research and data collection, etc.) by the 5 th of the month following the period of activity.	Monthly
Monthly Expenditure Report – Grantees shall complete and submit a monthly expenditure report by or before the 10 th of the month following the period of activity.	Monthly
Close Out Report – Grantee shall provide a written close-out report no later than 30 days after the program end date.	No later than 30 days after the period of performance

Deliverables

Target	Due Date
Research Report	On or before period of performance ends

All reports and deliverables must be submitted per the schedule provided above and final program deliverables must be submitted to DOES no later than the end of the grant.

DOES will have sole ownership and control of all deliverables. The Grantee must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

C. Changes to Scope

Any changes to the scope and/or grant funding must be approved in writing by the Grant Monitor designated in this NOGA, and the Grant Officer and/or the DOES Director. The Grantee shall submit written notice of any changes in programming, staffing and site location within twenty-four (24) hours of the change. Any programming, staffing or site location changes must be approved by DOES, prior to the proposed change.

Vanessa Black
Grant Specialist
Office of Grants Administration and Resource Allocation
4058 Minnesota Avenue, Suite 5300, NE
Washington, DC 20002
Vanessa.Black@dc.gov

Todd Valentine
Department of Employment Services
4058 Minnesota Avenue NE
Washington, D.C. 20019
Todd.Valentine@dc.gov

III. PERIOD OF PERFORMANCE

The DOES-Innovations in Youth Employment Research Grant 2019 will operate from date of award through one year.

A. Option Years

DOES reserves the sole right to exercise three option years beyond the original period of performance contingent upon the availability of funding and satisfactory performance from the Grantee. The funding amount for the option year will be determined by DOES and all terms and requirements of the original grant will apply unless modified by DOES. Any modifications to the NOGA shall occur prior to the expiration of the NOGA.

IV. GRANT FUNDING

Funds for this Grant are provided by DOES. This program was designed by the Grantee, based on the requirements provided and approved by DOES. Grantee will be subject to requirements set forth in RFA No.: DOES-Innovations in Youth Employment Research Grant 2019 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-Innovations in Youth Employment Research Grant 2019 this NOGA and the attached proposal.

A. Grant Funding Amount

The grant amount is determined by the issuing DOES office or department and current funding availability.

B. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the NOGA. There are two (2) payment categories listed below each representing a specific percentage of the total grant amount. DOES reserves the right to withhold payment, if the invoice amount exceeds the expenditure amount by 30%.

Payment #1: Base Payment: (50% of the grant award): Grantee that successfully attends the mandatory pre-program training (where applicable) and orientation will be eligible to submit an invoice for the base payment amount.

The maximum amount that can be invoiced for payment #1 is \$24,852.50. In order to invoice for payment #2 the grantee must exhaust or show that they are on target to expend all funds in payment#1.

If the grantee fails to successfully complete the above items, DOES shall adjust the base payment.

PAYMENT #2 – 50% of grant award (monthly cost reimbursement)

Grant	Payment Requirements
Innovation in Youth Employment Research Grant	<ul style="list-style-type: none"> • Monthly Expenditure Report • Monthly Status Reports • Invoices

	<ul style="list-style-type: none"> • Close Out Report (No later than 30 days after the period of performance) • Research Report (Upon Completion)
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If the Grantee does not comply with the NOGA, applicable federal and District laws and regulations, the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

C. E-Invoices

Grantees shall submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov> . If your organization is not a registered user on the portal, the site will walk you through the steps for registering. Grantees are required to register on the vendor portal prior to submitting an invoice. If you have any questions, you can contact the E-Invoicing Support Desk at (202) 741 – 5200 or at dcvendorportal@dc.gov.

D. Anti-Deficiency Considerations

The Grantee shall acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 , (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

V. MONITORING

DOES staff is responsible for monitoring and evaluating the program, and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, Grantee shall provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine Grantee's level of compliance with federal and/or District requirements and to identify specifically whether Grantee's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of Grantee's normal course of programs and activities. Monitoring may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Monitoring may result in corrective action. Monitoring could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

VI. COMPLIANCE

Grantee shall be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. Grantee cannot be listed on any federal or local excluded parties list.

In accordance with Title VI of the Civil Rights Act of 1964 , as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual

orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, and place of residence or business, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

Grantee shall train all personnel working on the project funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. and report dates and attendees of the training to the DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Monthly Reporting System, Attachment C.

If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the Grantee to ensure compliance.

The Grantee shall comply with all the applicable District and Federal statutes and regulations as may be amended from time to time including:

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion)
- Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.
- Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20
- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01

VII. Confidentiality of Records

DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. Grantee must demonstrate an ability to maintain the confidentiality of information. Specifically, the Grantee must agree to and abide by the following conditions:

1. Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.
2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All project staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their families. Grantee shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all project staff and volunteers who will be working on the project.

VIII. Additional Requirements

1. Indemnification Clause

The Grantee agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from, arising out of, or in any way connected to activities or work performed by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the grant agreement.

The Grantee assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the grant agreement. The Grantee shall also repair or replace any District property that is damaged by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Grantee where the underlying claim arises from the conduct, action, or omission of the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the grant agreement.

2. Insurance

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be

performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved

by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

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

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

- C. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for

construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

- D. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- E. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- F. **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.
- G. **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- H. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

**The Government of the District of Columbia
And mailed to the attention of:**

Vanessa J. Black
Grant Specialist
(202) 698-5808
Vanessa.Black@dc.gov

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

- I. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

CARRIER RATINGS. All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

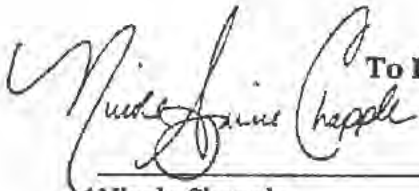
List of Attachments:

- a. Proposal Submitted for RFA No.: DOES-IYEG-2019

SIGNATURES**NOGA: DOES- Innovation in Youth Employment Research Grant****Grantee: Quality Education for Minorities (QEM) Network****Federal Tax ID Number:** [REDACTED]**Grant Amount:** \$49,705.00**Authorized Representative Name:** Ivory A. Tolson, Ph.D.**Authorized Representative Title:** Principal Investigator

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the terms of NOGA: DOES- Innovation in Youth Employment Research Grant, the attached proposal submitted in response to RFA No.: DOES-IYERG-2019 and that the statements and certifications included in this NOGA are true and accurate.

On behalf of Grantee, I understand and agree to the terms and conditions of this NOGA and RFA No.: RFA No.: DOES-IYERG-2019 and hereby certify my authority to execute this NOGA on Grantee's behalf.


Signature of Authorized Representative9/30/2019
DateIvory A. Tolson
Printed Name of Authorized RepresentativePresident
Title of Authorized Representative**To Be Completed By The District of Columbia:**
Nicole Chapple
Department of Employment Services
Grant Officer9/30/2019
Date

Department of Employment Services
Innovations in Youth Employment Research Grant
DOES-IYEG-2019

FIRST MODIFICATION OF NOGA

NOGA No: **DOES-Innovations in Youth Employment Research Grant**

Effective Date: January 10, 2020

Issued by: Department of Employment Services
 4058 Minnesota Avenue, NE
 Washington, DC 20019

Grantee: Quality Education for Minorities Network (QEM)

Grantee Federal Tax ID Number: [REDACTED]

Description of Modification 01:

The following modifications are made to NOGA: **DOES – Innovations in Youth Employment Research Grant.**

- Information Page

Delete – DOES Office of Legislative Affairs Point of Contact Information:

Name: Todd Valentine

Email: Todd.Valentine@dc.gov

Phone: 202-698-3754

Add – DOES Bureau of Strategy, Education, Workforce Innovation Point of Contact Information:

Name: Delancia Browning,

Email: Delancia.Browning@dc.gov

Phone: 202-741-8694

- Section II.B "Reporting/Deliverables" is modified as follows:

Deliverables

Target	Due Date
Preliminary Findings Presentation	Before June 30, 2020
Research Report	On or before period of performance ends

All other terms of the NOGA remain in effect.


Signature of Authorized Representative

1/20/2020
Date

Ivory A. Tolson
Printed Name of Authorized Representative

President
Title of Authorized Representative

To Be Completed by the District of Columbia:


Nicole Chapple
Grant Officer
Department of Employment Services

1/30/2020
Effective Date



NOTICE OF GRANT AWARD (NOGA)

Information Page

RFA No.: DOES-LGG-2020

NOGA No.: DOES-LGG-2020-01

Grantee: Captivate Perspective

Award Begin Date: June 22, 2020

Award End Date: August 22, 2020

Grant Award Amount: \$125,000.00

DOES Grant Officer Point of Contact Information:

Name: Nicole Chapple

Email: Nicole.chapple@dc.gov

Phone: 202-671-1900

DOES Grant Specialist Contact Information:

Name: LaShaun Basil

Email: lashaun.basil@dc.gov

Phone: 202-671-4128

DOES Performance Monitoring Point of Contact Information:

Name: Porscha Mills

Email: porscha.mills@dc.gov

Phone: 202-698-4125

DOES Program Office Point of Contact Information:

Name: Christina Brew

Email: christina.brew@dc.gov

Phone: 202-698-4125

Grantee Point of Contact Information:

Name: Tony Johnson

Email: www.dccaptivate.com

Phone: 202-302-6202

Tax ID#/EIN: [REDACTED]

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-LGG-2020-01 between DOES and Captivate Perspectives. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50, and D.C. Code § 1-328.05, as amended.

I. BACKGROUND

The mission of DOES is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, and effective working communities.

The DOES Office of Youth Programs (OYP) develops and administers workforce development programs for District youth ages 14 to 24. DOES OYP provides occupational skills training, work experience, academic enrichment and life skills training to facilitate the development of work habits and skills that are essential for success in the workplace.

Within DOES OYP, the Marion Barry Summer Youth Employment Program (MBSYEP) is a locally funded program that provides District youth with enriching and constructive summer work experiences through subsidized placements with non-profit, private and government host sites.

II. SCOPE

DOES OYP seeks qualified Grantees to provide high-quality, structured literacy tutoring/training for MBSYEP participants between the ages of 14 to 24 in hopes of compensating for summer learning loss and to promote literacy amongst middle and high school youth. The Grantee shall provide services that directly (1) enhance literacy skills; and (2) promote independent reading.

A. Pre-Program Requirements

1. Prior to the start of the program, Grantee must successfully complete:
 - a. DOES technical site visit inspection;
 - b. DOES Virtual Orientation;
 - c. All DOES mandatory meetings

B. Program Requirements

1. Grantee must successfully complete the following during the period of performance:
 - a. Secure all insurance requirements within seven days of the grant execution or the grant may be terminated for non-compliance with ORM insurance requirements.

- b. The Grantee must collect and report statistical information as requested by DOES, including individual-level data on enrollment, participant demographics, specific services provided, and participation in workshops and other program specific related activities.
- c. The Grantee must participate in ongoing monitoring and evaluation activities, including site visits, surveys, interviews, focus groups, administrative records review, and other data collection and evaluation strategies, as required by DOES.
- d. The Grantee must collect data regarding contact with Limited English Proficient (LEP) and Non-English Proficient (NEP) participants and report this data to DOES Language Access Coordinator on a quarterly basis.
- e. The Grantee must provide interpretation services and translation of vital documents to LEP/NEP customers. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- f. The Grantee must incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials funded by DOES.
- g. The Grantee must attend all required meetings and, trainings, and comply with all relevant laws, regulations, policies and procedures.

C. Reporting/Deliverables

1. The required program reports and deliverables are described below and shall be submitted to Program Point of Contact and Grant Specialist identified on the Information Page via email in accordance with the below timeline.

Reporting

The required program deliverables for the target groups are described below and should be submitted in accordance with the timeline below.

Reports Required	Frequency
Program Narrative Report (summarizing program activity, including program updates, data on participant virtual participation, insights, observations, etc.)	Week 1 of Programming
Program Narrative Report (summarizing program activity, including program updates, data on participant virtual participation, insights,	Week 3 of Programming

observations, etc.)	
Program Narrative Report (summarizing program activity, including program updates, data on participant virtual participation, insights, observations, etc.	Week 6 of Programming
Monthly Status Report	Monthly
Monthly Expenditure Report	Monthly

Deliverables

- Track participation levels and attrition
- Monitor reading level improvements
- Provide a pre and post literacy assessment measuring reading levels.

All program reports and deliverables must be submitted per the schedule provided above and final program deliverables must be submitted to DOES no later than the end of the grant.

DOES will have sole ownership and control of all deliverables. The Grantee must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

Outcomes

Through the delivery of literacy resources and support, MBSYEP seeks the following outcomes of: (1) closing the gap on literacy learning loss by keeping youth engaged throughout the summer with innovative reading assignments. In addition, MBSYEP seeks the outcome of (2) offering participants an opportunity to build out their in-home libraries and discover new reading materials.

DOES will have sole ownership and control of all created materials created, information gathered deliverables. The Grantee must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

D. Changes to Scope

Any changes to the scope and/or grant funding must be approved in writing by the Grant Monitor designated in this NOGA, and the Grant Officer and/or the DOES Director. The Grantee shall submit written notice of any changes in programming, staffing and site location within twenty-four (24) hours of the change. Any programming, staffing or site location changes must be approved by DOES, prior to the proposed change.

PERIOD OF PERFORMANCE

A. The “Literacy Gap Grant” program will operate from the date of award through August 22, 2020.

B. Option Years

DOES reserves the sole right to exercise four option years beyond the original period of performance, contingent upon the availability of funding and satisfactory performance from the Grantee. The funding amount for the option year will be determined by DOES and all terms and requirements of the original grant will apply unless modified by DOES. Any modifications to the NOGA shall occur, prior to the termination or expiration of the NOGA.

II. GRANT FUNDING

Funds for this Grant are provided by DOES. This program was designed by the Grantee, based on the requirements provided and approved by DOES. Grantee will be subject to requirements set forth in RFA No.: DOES-LGG-2020 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-LGG-2020, this NOGA and the attached proposal.

A. Grant Funding Amount

The grant amount is determined by the issuing DOES office or department and current funding availability.

B. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the NOGA. There are three (3) payment categories listed below each representing a specific percentage of the total grant amount:

PAYMENT #1 - Base Amount	PAYMENT #2	Payment #3
35%	50%	15%

PAYMENT #1 – Base Amount 35%: The Grantee must successfully complete the MBSYEP Program registration virtual site visits, background checks, fingerprinting.

PAYMENT #2 – 50% Submission of week 1 and week 3 program reports.

PAYMENT #3 – 15% Submission of week 6 report, exit survey and post literacy assessment.

The Grantee must provide a monthly expenditure report to show all expenses that were paid out in relation to this grant. The grant monitor will review and approve all reports.

If the Grantee does not comply with the NOGA, applicable federal and District laws and regulations, then the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

Grantees shall submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov> . If your organization is not a registered user on the portal, the site will walk you through the steps for registering. Grantees are required to register on the vendor portal, prior to submitting an invoice. If you have any questions, you can contact the E-Invoicing Support Desk at (202) 741 – 5200 or at dcvendorportal@dc.gov.

C. Anti-Deficiency Considerations

The Grantee shall acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 , (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

V. MONITORING

DOES staff is responsible for monitoring and evaluating the program and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, Grantee shall provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine Grantee's level of compliance with federal and/or District requirements and to identify specifically whether Grantee's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of Grantee's normal course of programs and activities. Monitoring may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Monitoring may result in corrective action. Monitoring could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

VI. COMPLIANCE

Grantee shall be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. Grantee cannot be listed on any federal or local excluded parties list.

Grantees shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials, created as a part of this program and funded by DOES.

In accordance with Title VI of the Civil Rights Act of 1964 , as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

Grantee shall train all personnel working on the program funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. The required language access training shall be approved by the DC Office of Human Rights. Grantee is required to report dates and attendees of the training to the DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Monthly Reporting System.

If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the Grantee to ensure compliance.

The Grantee shall comply with all the applicable District and Federal statutes and regulations, as may be amended from time to time, including the below list.

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion)
- Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.
- Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20

- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01
- Universal Paid Leave Act, D.C. Official Code § 32-541.01 et seq.

A. Confidentiality of Records

DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. Grantee must demonstrate an ability to maintain the confidentiality of information. Specifically, the Grantee must agree to and abide by the following conditions.

1. Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.
2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All program staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their families. Grantee shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all program staff and volunteers who will be working on the program.

B. Additional Requirements

1. Indemnification Clause

The Grantee agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from, arising out of, or in any way connected to activities or work performed by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

The Grantee assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the NOGA. The Grantee shall also repair or replace any District property that is damaged by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Grantee where the underlying claim arises from the conduct, action, or omission of the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

2. Insurance

INSURANCE

- A. GENERAL REQUIREMENTS. The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention,

maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

- C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- D. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- E. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

- F. 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.
- G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- H. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:

LaShaun N. Basil

Grant Specialist

(202) 671-4128

Lashaun.basil@dc.gov

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

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

List of Attachments:

- a. Proposal Submitted for RFA No.: DOES-LGG-2020
- b. RFA No.: DOES-LGG-2020

SIGNATURES**NOGA:** DOES-LLG-2020-01**Grantee:** Captivate Perspective**Federal Tax ID Number:** [REDACTED]**Grant Amount:** \$125,000.00**Authorized Representative Name:** Tony Johnson**Authorized Representative Title:** President and Chief Executive Officer

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the terms of NOGA: DOES-LGG-2020-01 the attached proposal submitted in response to RFA No.: DOES-LGG-2020 and that the statements and certifications included in this NOGA are true and accurate.

On behalf of Grantee, I understand and agree to the terms and conditions of this NOGA and RFA No.: RFA No.: DOES-LGG-2020 and hereby certify my authority to execute this NOGA on Grantee's behalf.

Tony Johnson
Signature of Authorized Representative

06/23/2020
Date

Tony Johnson
Printed Name of Authorized Representative

Title of Authorized Representative

To Be Completed By The District of Columbia:

Nicole Chapple
Nicole Chapple
Department of Employment Services
Grant Officer

06/23/2020
Date

Department of Employment Services

*Literacy Gap Grant***DOES-LGG-2020****FIRST MODIFICATION OF NOGA**NOGA No: **DOES-LGG-2020-01**Effective Date: August 3, 2020Issued by: Department of Employment Services
4058 Minnesota Avenue, NE
Washington, DC 20019Grantee: Captivate PerspectiveGrantee Federal Tax ID Number: [REDACTED]**Description of First Modification:**

This first modification of NOGA No.: **DOES-LGG-2020-01** establishes a \$10,000.00 increase to the authorized budget of \$125,000.00, thereby increasing the authorized budget to 135,000.00. The increased funding will be used to provide an additional 2 weeks of services.

The following modifications are made to NOGA No.: **DOES-LGG-2020-01:**

- Grant Award Amount:

This modification increases the grant award amount from \$125,000 to \$135,000.

- Section B-1 “Reporting” is modified as follows:

The required program deliverables for the target groups are described below and should be submitted in accordance with the timeline below.

Reports Required	Frequency
Program Narrative Report (summarizing program activity, including program updates, data on participant virtual participation, insights, observations, etc.)	Week 1 of Programming
Program Narrative Report (summarizing program activity, including program updates, data on participant virtual participation, insights, observations, etc.)	Week 3 of Programming
Program Narrative Report (summarizing program activity, including program updates, data on participant virtual participation, insights, observations, etc.)	Week 6 of Programming
Program Narrative Report (summarizing program activity, including program updates, data on participant virtual participation, insights, observations, etc.)	Week 7 and 8 Programming

Monthly Status Report	Monthly
Monthly Expenditure Report	Monthly

- Section IV-B "Payment Schedule" is modified as follows:

Payment	Payment Requirement
PAYMENT #1 – Base Amount 35%:	The Grantee must successfully complete the MBSYEP Program registration virtual site visits, background checks, fingerprinting.
PAYMENT #2 – 50%	Submission of week 1 and week 3 program reports.
PAYMENT #3 – 15%	Submission of week 6 report, exit survey and post literacy assessment
PAYMENT #4 – \$10,000	Submission of week 7-8 report

All other terms of the NOGA remain in effect.

On behalf of Grantee, I understand and agree to the terms and conditions of this First Modification to NOGA No.: **DOES-LGG-2020-01** and hereby certify my authority to execute this First Modification on Grantee's behalf.

Tony Johnson
Signature of Grantee Authorized Representative

07/30/2020
Date

Tony Johnson
Printed Name of Grantee Authorized Representative

President and Chief Executive Officer
Title of Grantee Authorized Representative

To Be Completed by the District of Columbia

Nicole Chapple
Nicole Chapple
Grant Officer
Department of Employment Services

07/30/2020
Effective Date

Department of Employment Services
Literacy Gap Grant
DOES-LGG-2020

SECOND MODIFICATION OF NOGA

NOGA No: **DOES-LGG-2020-01**

Effective Date: October 1, 2020

Issued by: Department of Employment Services
4058 Minnesota Avenue, NE
Washington, DC 20019

Grantee: Captivate Perspective

Grantee Federal Tax ID Number: [REDACTED]

Description of Second Modification:

This second modification to NOGA No.: **DOES-LGG-2020-01** exercises option year 1 with the period of performance from October 1, 2020 to September 30, 2021 and establishes an authorized budget of \$70,000.00

The following modifications are made to NOGA: **DOES-LGG-2020-01:**

Section II-B “Program Requirements” is modified as follows:

Provide services to 40 participants during the grant period.

Section III-A “Period of Performance” is modified as follows:

This modification exercises option year 1 with a “period of performance” of October 1, 2020 to September 30, 2021.

Section IV-B “Payment Schedule” is modified as follows:

PAYMENT #1-25%: The grantee must successfully complete the 2021 MBSYEP Program registration virtual site visits, background checks, fingerprinting and work plan.

PAYMENT #2-25% Submission of week 1 and week 2 program reports.

PAYMENT #3-25% Submission of week 3 and week 4 program reports.

PAYMENT #4 -25% Submission of week 5 and week 6 report, exit survey and post literacy assessment.

All other terms of the NOGA remain in effect.

On behalf of Grantee, I understand and agree to the terms and conditions of this First Modification to NOGA No.: **DOES-LGG-2020-01** and hereby certify my authority to execute this First Modification on Grantee's behalf.

Tony Johnson
Signature of Grantee Authorized Representative

10/5/2020

Date

Tony Johnson
Printed Name of Grantee Authorized Representative

President and Chief Executive Officer
Title of Grantee Authorized Representative

To Be Completed by the District of Columbia

Nicole Chapple
Nicole Chapple
Grant Officer
Department of Employment Services

10/08/2020
Effective Date

**NOTICE OF GRANT AWARD (NOGA)**

Information Page

RFA No.: DOES-MBPSG-2020

NOGA No.: DOES-2020 MBSYEP Public Safety Grant

Grantee: Center for Innovation, Research, and Transformation In Education, LLC.

Award Begin Date: June 22, 2020

Award End Date: September 30, 2020

Grant Award Amount: \$50,000.00

DOES Grant Officer Point of Contact Information:

Name: Nicole Chapple

Email: Nicole.chapple@dc.gov

Phone: 202-671-1900

DOES Grant Specialist Contact Information:

Name: Vanessa Black

Email: Vanessa.Black@dc.gov

Phone: 202-698-5808

DOES Performance Monitoring Point of Contact Information:

Name: Porscha Mills

Email: porscha.mills@dc.gov

Phone: 202-698-4125

Grantee Point of Contact Information:

Name: Christina Brew

Email: christina.brew@dc.gov

Phone: 202-899-3691

Tax ID#/EIN: [REDACTED]

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-MBPSG-2020 between DOE and Center for Innovation, Research, and Transformation In Education, LLC. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50, and D.C. Code § 1-328.05, as amended.

I. BACKGROUND

The mission of DOES is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, and effective working communities.

The DOES Office of Youth Programs (OYP) develops and administers workforce development programs for District youth ages 14 to 24. DOES OYP provides occupational skills training, work experience, academic enrichment and life skills training to facilitate the development of work habits and skills that are essential for success in the workplace.

Within DOES OYP, the Marion Barry Summer Youth Employment Program (MBSYEP) is a locally funded initiative that provides District youth with enriching and constructive summer work experiences through subsidized placements with non-profit, private and government host sites.

II. SCOPE

DOES OYP seeks qualified organizations to pilot the MBSYEP Public Safety Grant. This initiative seeks to identify 100 youth ages 16 to 24 from high crime Police Service Areas (PSA) in Wards 7 and 8 to provide all of the following services: financial literacy, trauma and civic leadership training for a minimum of six (6) weeks to run concurrently with MBSYEP in 2020.

A. Pre-Program Requirements

Prior to the start of the program, Grantee must successfully complete:

- a. DOES Virtual Orientation;
- b. Pass background checks for all individuals with direct contact or onsite with youth under 18
- c. Receive official documentation from DOES OYP to begin programming.

B. Program Requirements

1. Grantee must successfully complete the following during the period of performance:
 - a. Secure all insurance requirements within one month of the grant execution or the grant may be terminated for non-compliance with ORM insurance requirements.
 - b. Attend Monthly Meeting (if required).

- c. Grantee must provide programming as outlined in the application submitted in response to RFA No.: DOES-MBPSG-2020. The application is attached hereto and is made a part of this NOGA.
- d. Provide interpretation services and translation of vital documents to LEP/NEP customers and report this data to DOES Language Access Coordinator and Program Point-of-Contact on a quarterly basis.
- e. Incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials funded by DOES.
- f. Grantee must maintain and provide documentation related to this program for a minimum of 3 years after submission of the final payment. At any time before final payment and 3 years thereafter, DOES may have the Grantee's invoices, vouchers and statements of cost audited. Any payment may be reduced by amounts found by DOES not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that the District has made all payments to the Grantee and an overpayment is found, the Grantee shall reimburse the District for said overpayment within 30 days, after written notification.
- g. Grantee shall establish and maintain books, records, and documents including electronic storage media in accordance with Generally Accepted Accounting Principles and Practices, which sufficiently and properly reflect all revenues and expenditures of grant funds awarded by the District, pursuant to this NOGA.
- h. Grantee shall grant reasonable access to DOES; the D.C. Auditor, any applicable federal department, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records including computer records or electronic storage media of the Grantee that are directly pertinent to charges to the program, in order to conduct audits and examinations and to make excerpts, transcripts and photocopies. This right of access also includes timely and reasonable access to Grantees' personnel for the purpose of interviews and discussions related to such documents.

C. Reporting/Deliverables

- 1. The required program reports and deliverables are described below and shall be submitted to Program Point of Contact and Grant Specialist identified on the Information Page via email in accordance with the below timeline.

Reporting

Reports Required	Frequency
Monthly Program Status Report – Grantee shall complete and submit monthly status reports, summarizing monthly activities, by the 10 th of the month following the period of activity.	Monthly
Monthly Expenditure Report – Grantee shall complete and submit monthly expenditure reports, summarizing monthly expenditures, by the 10 th of the month following the period of activity.	Monthly
Weekly Log – Meet with participants at least 1 hour weekly memorializing those meetings for each participant	Weekly
Quarterly LEP/NEP Report – Grantee shall collect and report data on encounters with Limited or Non-English proficient (LEP/NEP) individuals, and interpretation services and translation of vital documents for LEP/NEP individuals by the 10th of the month following the end of the quarter of activity. If the number is zero (0) that information must still be reported.	Quarterly
Close Out Report – Closeout instructions will be provided 30 days before the program end.	Due at the close of the grant

Deliverables – The phases below can be run simultaneously

Deliverables	Phase 1 Mental Health Awareness	Phase 2 Financial Literacy Training	Phase 3 Career Job Readiness Training	Phase 4 (Civic Engagement Project)	Phase 5 Mentorship
Provide trauma training	✓				
Provide resource guide of mental health services provided by the city and non-profit organizations	✓				
Assess participants	✓				

knowledge of trauma (pre/post)					
Provide financial management training		✓			
Conduct pre/post skills assessment to measure knowledge gained		✓			
Provide job readiness skills training			✓		
Provide a pre/post job readiness self-assessment			✓		
Assist participants in the development and presentation of their community action plans			✓		
Provide 1 on 1 or group mentorship not to exceed 1 mentor to 5 mentees					✓
Meet with participant at least 1 hour each week and submit weekly log					✓

Outcomes

- 85% of all participants surveyed at the end the program would recommend using the Grantee again next year.
- 90% of participant's ages 22 to 24 demonstrated employability/job readiness, based upon the post self-assessment referenced in "Phase 3" of the Structure section of this document.

DOES will have sole ownership and control of all deliverables. The Grantee must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

D. Changes to Scope

Any changes to the scope and/or grant funding must be approved in writing by the Grant Monitor designated in this NOGA, and the Grant Officer and/or the DOES Director. The Grantee shall submit written notice of any changes in programming, staffing and site location within twenty-four (24) hours of the change. Any programming, staffing or site location changes must be approved by DOES, prior to the proposed change.

PERIOD OF PERFORMANCE

The DOES-MBPSG-2020 grant will operate six weeks from date of award.

A. Option Years

DOES reserves the sole right to exercise four option years beyond the original period of performance, contingent upon the availability of funding and satisfactory performance from the Grantee. The funding amount for the option year will be determined by DOES and all terms and requirements of the original grant will apply unless modified by DOES. Any modifications to the NOGA shall occur, prior to the termination or expiration of the NOGA.

II. GRANT FUNDING

Funds for this Grant are provided by DOES. This program was designed by the Grantee, based on the requirements provided and approved by DOES. Grantee will be subject to requirements set forth in RFA No.: DOES-MBPSG-2020 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-MBPSG-2020, this NOGA and the attached proposal.

A. Grant Funding Amount

The grant amount is determined by the issuing DOES office or department and current funding availability.

B. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the NOGA. There are three (3) payment categories listed below each representing a specific percentage of the total grant amount.

PAYMENT #1 – (50% - Base Payment Amount = (\$25,000))

Grant	Payment Requirement
MBSYEP Public Safety Grant	<ul style="list-style-type: none"> • Successfully complete virtual program orientation • Pass background checks for all individuals with direct contact or onsite with youth under 18 • Invoice

The maximum amount that can be invoiced for payment #1 is \$25,000.00.

If Grantee fails to successfully complete the Pre-Program Requirements, the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

PAYMENT #2 – (25% of grant award = \$12,500)

Grant	Payment Requirement
MBSYEP Public Safety Grant	<ul style="list-style-type: none"> • Submission of all “pre-assessments” and surveys listed in phases 1 through 5 of the program design • Invoice

PAYMENT #3 – (25% of grant award = \$12,500)

Grant	Payment Requirement
MBSYEP Public Safety Grant	<ul style="list-style-type: none"> • Submission of all “post-assessments” and surveys listed in phases 1 through 5 of the program design • Invoice

Grantee must provide a monthly expenditure report to show all expenses that were paid out in relation to this grant. The grant monitor will review and approve all reports. At anytime the grant monitor can haute a payment due to low expenditures.

If the Grantee does not comply with the NOGA, applicable federal and District laws and regulations, the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

C. E-Invoices

Grantees shall submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov> . If your organization is not a registered user on the portal, the site will walk you through the steps for registering. Grantees are required to register on the vendor portal, prior to submitting an invoice. If you have any questions, you can contact the E-Invoicing Support Desk at (202) 741 – 5200 or at dcvendorportal@dc.gov.

D. Anti-Deficiency Considerations

The Grantee shall acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 , (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

V. MONITORING

DOES staff is responsible for monitoring and evaluating the program and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, Grantee shall provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine Grantee's level of compliance with federal and/or District requirements and to identify specifically whether Grantee's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of Grantee's normal course of programs and activities. Monitoring may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Monitoring may result in corrective action. Monitoring could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

VI. COMPLIANCE

Grantee shall be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. Grantee cannot be listed on any federal or local excluded parties list.

Grantees shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials, created as a part of this program and funded by DOES.

In accordance with Title VI of the Civil Rights Act of 1964, as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

Grantee shall train all personnel working on the program funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. The required language access training shall be approved by the DC Office of Human Rights. Grantee is required to report dates and attendees of the training to the DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Monthly Reporting System.

If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the Grantee to ensure compliance.

The Grantee shall comply with all the applicable District and Federal statutes and regulations, as may be amended from time to time, including the below list.

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion)
- Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.

- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.
- Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20
- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01
- Universal Paid Leave Act, D.C. Official Code § 32-541.01 et seq.

A. Confidentiality of Records

DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. Grantee must demonstrate an ability to maintain the confidentiality of information. Specifically, the Grantee must agree to and abide by the following conditions.

1. Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.
2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All program staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their families. Grantee shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all program staff and volunteers who will be working on the program.

B. Additional Requirements

1. Indemnification Clause

The Grantee agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto

(including cost of defense and attorneys' fees), resulting from, arising out of, or in any way connected to activities or work performed by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the grant agreement.

The Grantee assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the grant agreement. The Grantee shall also repair or replace any District property that is damaged by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Grantee where the underlying claim arises from the conduct, action, or omission of the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the grant agreement.

2. Insurance

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other

insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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

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

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

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

3. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or

destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

4. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

- C. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

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

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

- F. **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.

- G. **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate.

The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

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

The Government of the District of Columbia

emailed to the attention of:

Vanessa Black
(202) 698-5808
(vanessa.black@dc.gov)

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

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

List of Attachments:

- a. Proposal Submitted for RFA No.: DOES-MBPSG-2020

SIGNATURES

NOGA: DOES-MBPSG-2020

Grantee: Center for Innovation, Research, and Transformation in Education, LLC.

Federal Tax ID Number: [REDACTED]

Grant Amount: \$50,000.00

Authorized Representative Name: Cedric Thompson

Authorized Representative Title: CEO

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the terms of NOGA: DOES- MBPSG-2020 the attached proposal submitted in response to RFA No.: DOES-MBPSG-2020 and that the statements and certifications included in this NOGA are true and accurate.

On behalf of Grantee, I understand and agree to the terms and conditions of this NOGA and RFA No.: RFA No.: DOES-MBPSG-2020 and hereby certify my authority to execute this NOGA on Grantee's behalf.


Signature of Authorized Representative

6/11/2020
Date

Cedric Thompson
Printed Name of Authorized Representative

CEO
Title of Authorized Representative

To Be Completed By The District of Columbia:

Nicole Chapple
Nicole Chapple
Department of Employment Services
Grant Officer

06/18/2020
Date

Department of Employment Services
 2020 MBSYEP Public Safety Grant
DOES-2020-MBPSG-2020

FIRST MODIFICATION OF NOGA

NOGA No: **DOES-2020 MBSYEP Public Safety Grant**

Effective Date: August 3, 2020

Issued by: Department of Employment Services
 4058 Minnesota Avenue, NE
 Washington, DC 20019

Grantee: Center for Innovation, Research, and Transformation in Education, LLC

Grantee Federal Tax ID Number: [REDACTED]

Description of First Modification:

This first modification of NOGA No.: **DOES-2020 MBSYEP Public Safety Grant** establishes a \$10,000 increase to the authorized budget of \$50,000 thereby increasing the authorized budget to \$60,000. The increased funding will be used to provide an additional 2 weeks of services.

The following modifications are made to NOGA No.: **DOES-2020 MBSYEP Public Safety Grant**

- Grant Award Amount:

This modification increases the grant award amount from \$50,000 to \$60,000.

- Section C-1 "Reporting" is modified as follows:

The required program deliverables for the target groups are described below and should be submitted in accordance with the timeline below

Reports Required	Frequency
Program Status Report (summarizing monthly activities, by the 10 th of the month following the period of activity)	Monthly
Expenditure Report (summarizing monthly expenditures by the 10 th of the month following the period of activity)	Monthly
Weekly Log – Meet with participants at least 1 hour memorializing those meetings for each participant	Weekly
LEP/NEP - collect and report data on encounters with Limited or Non-English proficient (LEP/NEP) individuals, and interpretation services and translation of vital documents	Quarterly

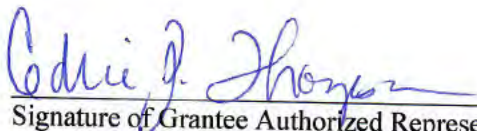
for LEP/NEP individuals by the 10th of the month following the end of the quarter of activity. If the number is zero (0) that information must still be reported	
Submission of programming report for (weeks 7 and 8)	Weekly
Close Out Report- Closeout instructions will be provided 30 days before the program end.	Due at the close of the grant

- Section II-B "Payment Schedule" is modified as follows:

Payment	Payment Requirement
PAYMENT #1 – Base Amount 50%:	The Grantee must successfully complete the MBSYEP Program registration virtual site visits, pass background checks for all individuals with direct contact or onsite with youth under 18
PAYMENT #2 – 25%	Submission of all "post-assessments" and surveys listed in phases 1 through 5 of the program design
PAYMENT #3 – 25%	Submission of all "pre-assessments" and surveys listed in phases 1 through 5 of the program design
PAYMENT #4 – \$10,000	Submission of program report for (weeks 7 and 8)

All other terms of the NOGA remain in effect.

On behalf of Grantee, I understand and agree to the terms and conditions of this First Modification to NOGA No.: **DOES-2020 MBSYEP Public Safety Grant** and hereby certify my authority to execute this First Modification on Grantee's behalf.



Signature of Grantee Authorized Representative

8/3/2020
Date

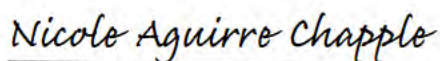


Printed Name of Grantee Authorized Representative



Title of Grantee Authorized Representative

To Be Completed by the District of Columbia



Nicole Chapple
Grant Officer
Department of Employment Services

08/03/2020

Effective Date

Department of Employment Services
MBSYEP Public Safety Grant
DOES-MBPSG-2020

SECOND MODIFICATION OF NOGA

NOGA No: **DOES-2020 MBSYEP Public Safety Grant**

Effective Date: October 1, 2020

End Date: September 30, 2021

Grant Award Amount: \$50,000

Issued by: Department of Employment Services
4058 Minnesota Avenue, NE
Washington, DC 20019

Grantee: Center for Innovation, Research, and Transformation in Education, LLC

Grantee Federal Tax ID Number: [REDACTED]

Description of Second Modification

The following modifications are made to NOGA No.: **DOES-2020 MBSYEP Public Safety Grant** – (1) exercise option year 1 with the period of performance from October 1, 2020 to September 30, 2021 and (2) establishes an authorized budget of \$50,000.

The following modifications are made to **NOGA No.: DOES-2020 MBSYEP Public Safety Grant**:

“Period of Performance” is modified as follows:

The DOES MBPSG-2020 grant shall operate from October 1, 2020 to September 30, 2021.

Section II-B “Payment Schedule” is modified as follows:

Payment #1 – 35%

- Submission of syllabus that will include activities covered each week of your program:

- Speakers
- Activities (Itemized by Phase)
- Virtual Platform used
- Link to virtual platform
- Meeting times/location
- How you plan to cover topics outlined for Phase 1 through 5
- Submission for approval of pre/post-assessment survey to program.
- Pre/Post Assessment Survey should include:
 - Name of Participants
 - Age
 - Knowledge Quiz on Materials Covered in your syllabus
- Pre-Assessment should be administered to participants no later than the 1st week of the programming
- Submit pre-assessment results to MBSYEP no later than the 2nd week of programming.
- Successful host registration for the 2021 MBSYEP Program Year.
- Selection of 35 MBSYEP Participants from the host portal, no later than 3 weeks before the program start date.
- Complete Background Checks and finger printing of all employees who will be in direct contact or on location with youth under the age of 18.
- Invoice Submission

Payment #2 – 30%

- Submission of week 1 through 3 program reports, inclusive of the following:
 - Timesheets for participants
 - Program Summary broken down week by week and inclusive of pictures or descriptions of activities.

Payment #3 - 35%

- Submission of week 4 through 6 program reports, inclusive of the following:
 - Timesheets for participants
 - Program Summary broken down week by week
- Post Assessment should be completed by participants during the last week of the program and submitted to program no later than the last day of the 2021 MBSYEP Program.
- Complete at least 1 social media post each week inclusive of the following:
 - Usage of the hashtag #MBSYEP
 - Picture and small description of programming
- Invoice Submission

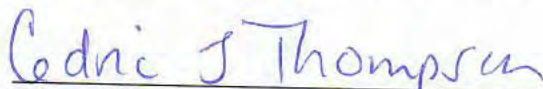
All other terms of the NOGA remain in effect.

On behalf of Grantee, I understand and agree to the terms and conditions of this Second Modification to NOGA No.: **DOES-2020 MBSYEP Public Safety Grant** and hereby certify my authority to execute this Second Modification.



Signature of Authorized Representative

10/2/20
Date



Printed Name of Authorized Representative



Title of Authorized Representative

To Be Completed by the District of Columbia:



Nicole Chapple

Grant Officer

Department of Employment Services

10/01/2020

Effective Date

**NOTICE OF GRANT AWARD (NOGA)**

Information Page

RFA No.: DOES-MBPSG-2020

NOGA No.: DOES-2020 MBSYEP Public Safety Grant

Grantee: Saving Our Next Generation (S.O.N.G)

Award Begin Date: June 22, 2020

Award End Date: September 30, 2020

Grant Award Amount: \$47,478.00

DOES Grant Officer Point of Contact Information:

Name: Nicole Chapple

Email: Nicole.chapple@dc.gov

Phone: 202-671-1900

DOES Grant Specialist Contact Information:

Name: Vanessa Black

Email: Vanessa.Black@dc.gov

Phone: 202-698-5808

DOES Performance Monitoring Point of Contact Information:

Name: Porscha Mills

Email: porscha.mills@dc.gov

Phone: 202-698-4125

Grantee Point of Contact Information:

Name: Christina Brew

Email: christina.brew@dc.gov

Phone: 202-899-3691

Tax ID#/EIN: [REDACTED]

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-MBPSG-2020 between DOES and Saving Our Generation (S.O.N.G). This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50, and D.C. Code § 1-328.05, as amended.

I. BACKGROUND

The mission of DOES is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, and effective working communities.

The DOES Office of Youth Programs (OYP) develops and administers workforce development programs for District youth ages 14 to 24. DOES OYP provides occupational skills training, work experience, academic enrichment and life skills training to facilitate the development of work habits and skills that are essential for success in the workplace.

Within DOES OYP, the Marion Barry Summer Youth Employment Program (MBSYEP) is a locally funded initiative that provides District youth with enriching and constructive summer work experiences through subsidized placements with non-profit, private and government host sites.

II. SCOPE

DOES OYP seeks qualified organizations to pilot the MBSYEP Public Safety Grant. This initiative seeks to identify 100 youth ages 16 to 24 from high crime Police Service Areas (PSA) in Wards 7 and 8 to provide all of the following services: financial literacy, trauma and civic leadership training for a minimum of six (6) weeks to run concurrently with MBSYEP in 2020.

A. Pre-Program Requirements

Prior to the start of the program, Grantee must successfully complete:

- a. DOES Virtual Orientation;
- b. Pass background checks for all individuals with direct contact or onsite with youth under 18
- c. Receive official documentation from DOES OYP to begin programming.

B. Program Requirements

1. Grantee must successfully complete the following during the period of performance:
 - a. Secure all insurance requirements within one month of the grant execution or the grant may be terminated for non-compliance with ORM insurance requirements.
 - b. Attend Monthly Meeting (if required).

- c. Grantee must provide programming as outlined in the application submitted in response to RFA No.: DOES-MBPSG-2020. The application is attached hereto and is made a part of this NOGA.
- d. Provide interpretation services and translation of vital documents to LEP/NEP customers and report this data to DOES Language Access Coordinator and Program Point-of-Contact on a quarterly basis.
- e. Incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials funded by DOES
- f. Grantee must maintain and provide documentation related to this program for a minimum of 3 years after submission of the final payment. At any time before final payment and 3 years thereafter, DOES may have the Grantee's invoices, vouchers and statements of cost audited. Any payment may be reduced by amounts found by DOES not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that the District has made all payments to the Grantee and an overpayment is found, the Grantee shall reimburse the District for said overpayment within 30 days, after written notification.
- g. Grantee shall establish and maintain books, records, and documents including electronic storage media in accordance with Generally Accepted Accounting Principles and Practices, which sufficiently and properly reflect all revenues and expenditures of grant funds awarded by the District, pursuant to this NOGA.
- h. Grantee shall grant reasonable access to DOES, the D.C. Auditor, any applicable federal department, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records including computer records or electronic storage media of the Grantee that are directly pertinent to charges to the program, in order to conduct audits and examinations and to make excerpts, transcripts and photocopies. This right of access also includes timely and reasonable access to Grantees' personnel for the purpose of interviews and discussions related to such documents.

C. Reporting/Deliverables

1. The required program reports and deliverables are described below and shall be submitted to Program Point of Contact and Grant Specialist identified on the Information Page via email in accordance with the below timeline.

Reporting

Reports Required	Frequency
	Monthly

Monthly Program Status Report – Grantee shall complete and submit monthly status reports, summarizing monthly activities, by the 10 th of the month following the period of activity.	
Monthly Expenditure Report – Grantee shall complete and submit monthly expenditure reports, summarizing monthly expenditures, by the 10 th of the month following the period of activity.	Monthly
Weekly Log – Meet with participants at least 1 hour weekly memorializing those meetings for each participant	Weekly
Quarterly LEP/NEP Report – Grantee shall collect and report data on encounters with Limited or Non-English proficient (LEP/NEP) individuals, and interpretation services and translation of vital documents for LEP/NEP individuals by the 10 th of the month following the end of the quarter of activity. If the number is zero (0) that information must still be reported.	Quarterly
Close Out Report – Closeout instructions will be provided 30 days before the program end.	Due at the close of the grant

Deliverables – The phases below can be run simultaneously

Deliverables	Phase 1 Mental Health Awareness	Phase 2 Financial Literacy Training	Phase 3 Career Job Readiness Training	Phase 4 (Civic Engagement Project)	Phase 5 Mentorship
Provide trauma training	✓				
Provide resource guide of mental health services provided by the city and non-profit organizations	✓				
Assess participants knowledge of trauma (pre/post)	✓				
		✓			

Provide financial management training					
Conduct pre/post skills assessment to measure knowledge gained		✓			
Provide job readiness skills training			✓		
Provide a pre/post job readiness self-assessment			✓		
Assist participants in the development and presentation of their community action plans			✓		
Provide 1 on 1 or group mentorship not to exceed 1 mentor to 5 mentees					✓
Meet with participant at least 1 hour each week and submit weekly log					✓

Outcomes

- 85% of all participants surveyed at the end the program would recommend using the Grantee again next year.
- 90% of participant's ages 22 to 24 demonstrated employability/job readiness, based upon the post self-assessment referenced in "Phase 3" of the Structure section of this document.

DOES will have sole ownership and control of all deliverables. The Grantee must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

D. Changes to Scope

Any changes to the scope and/or grant funding must be approved in writing by the Grant Monitor designated in this NOGA, and the Grant Officer and/or the DOES Director. The Grantee shall submit written notice of any changes in programming, staffing and site location within twenty-four (24) hours of the change. Any programming, staffing or site location changes must be approved by DOES, prior to the proposed change.

PERIOD OF PERFORMANCE

The DOES-MBPSG-2020 grant will operate six weeks from date of award.

A. Option Years

DOES reserves the sole right to exercise four option years beyond the original period of performance, contingent upon the availability of funding and satisfactory performance from the Grantee. The funding amount for the option year will be determined by DOES and all terms and requirements of the original grant will apply unless modified by DOES. Any modifications to the NOGA shall occur, prior to the termination or expiration of the NOGA.

II. GRANT FUNDING

Funds for this Grant are provided by DOES. This program was designed by the Grantee, based on the requirements provided and approved by DOES. Grantee will be subject to requirements set forth in RFA No.: DOES-MBPSG-2020 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-MBPSG-2020, this NOGA and the attached proposal.

A. Grant Funding Amount

The grant amount is determined by the issuing DOES office or department and current funding availability.

B. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the NOGA. There are three (3) payment categories listed below each representing a specific percentage of the total grant amount.

PAYMENT #1 – (50% - Base Payment Amount = (\$23,739)

Grant	Payment Requirement
MBSYEP Public Safety Grant	<ul style="list-style-type: none"> • Successfully complete virtual program orientation • Pass background checks for all individuals with direct contact or onsite with youth under 18 • Invoice

The maximum amount that can be invoiced for payment #1 is \$25,000.00.

If Grantee fails to successfully complete the Pre-Program Requirements, the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

PAYMENT #2 – (25% of grant award = \$11,869.50)

Grant	Payment Requirement
MBSYEP Public Safety Grant	<ul style="list-style-type: none"> • Submission of all “pre-assessments” and surveys listed in phases 1 through 5 of the program design • Invoice

PAYMENT #3 – (25% of grant award = \$11,869.50)

Grant	Payment Requirement
MBSYEP Public Safety Grant	<ul style="list-style-type: none"> • Submission of all “post-assessments ” and surveys listed in phases 1 through 5 of the program design • Invoice

Grantee must provide a monthly expenditure report to show all expenses that were paid out in relation to this grant. The grant monitor will review and approve all reports. At anytime the grant monitor can have a payment due to low expenditures.

If the Grantee does not comply with the NOGA, applicable federal and District laws and regulations, the NOGA may be terminated or the award amount reduced for under

performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

C. E-Invoices

Grantees shall submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov> . If your organization is not a registered user on the portal, the site will walk you through the steps for registering. Grantees are required to register on the vendor portal, prior to submitting an invoice. If you have any questions, you can contact the E-Invoicing Support Desk at (202) 741 – 5200 or at dcvendorportal@dc.gov.

D. Anti-Deficiency Considerations

The Grantee shall acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 , (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

V. MONITORING

DOES staff is responsible for monitoring and evaluating the program and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, Grantee shall provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine Grantee's level of compliance with federal and/or District requirements and to identify specifically whether Grantee's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of Grantee's normal course of programs and activities. Monitoring may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Monitoring may result in corrective action. Monitoring could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

VI. COMPLIANCE

Grantee shall be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. Grantee cannot be listed on any federal or local excluded parties list.

Grantees shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials, created as a part of this program and funded by DOES.

In accordance with Title VI of the Civil Rights Act of 1964 , as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

Grantee shall train all personnel working on the program funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. The required language access training shall be approved by the DC Office of Human Rights. Grantee is required to report dates and attendees of the training to the DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Monthly Reporting System.

If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the Grantee to ensure compliance.

The Grantee shall comply with all the applicable District and Federal statutes and regulations, as may be amended from time to time, including the below list.

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion)
- Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.
- Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20

- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01
- Universal Paid Leave Act, D.C. Official Code § 32-541.01 et seq.

A. Confidentiality of Records

DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. Grantee must demonstrate an ability to maintain the confidentiality of information. Specifically, the Grantee must agree to and abide by the following conditions.

1. Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.
2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All program staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their families. Grantee shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all program staff and volunteers who will be working on the program.

B. Additional Requirements

1. Indemnification Clause

The Grantee agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from, arising out of, or in any way connected to activities or work performed by the Grantee, the Grantee's officers,

employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the grant agreement.

The Grantee assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the grant agreement. The Grantee shall also repair or replace any District property that is damaged by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Grantee where the underlying claim arises from the conduct, action, or omission of the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the grant agreement.

2. Insurance

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention,

maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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

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

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

3. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or

destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

4. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

- C. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

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

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

- F. **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.

- G. **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit

changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

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

The Government of the District of Columbia

emailed to the attention of:

Vanessa Black

(202) 698-5808

(vanessa.black@dc.gov)

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

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

List of Attachments:

- a. Proposal Submitted for RFA No.: DOES-MBPSG-2020

SIGNATURES**NOGA: DOES-MBPSG-2020****Grantee: Saving Our Next Generation (S.O.N.G)****Federal Tax ID Number:** [REDACTED]**Grant Amount: \$50,000.00****Authorized Representative Name: Paul Winestock****Authorized Representative Title: CEO**

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the terms of NOGA: DOES- MBPSG-2020 the attached proposal submitted in response to RFA No.: DOES-MBPSG-2020 and that the statements and certifications included in this NOGA are true and accurate.

On behalf of Grantee, I understand and agree to the terms and conditions of this NOGA and RFA No.: RFA No.: DOES-MBPSG-2020 and hereby certify my authority to execute this NOGA on Grantee's behalf.

Paul Winestock06/17/2020

Signature of Authorized Representative

Date

Paul Winestock

Printed Name of Authorized Representative

Director

Title of Authorized Representative

To Be Completed By The District of Columbia:Nicole ChappleNicole Chapple
Department of Employment Services06/18/2020

Date

Grant Officer

Department of Employment Services
 2020 MBSYEP Public Safety Grant
DOES-2020-MBPSG-2020

FIRST MODIFICATION OF NOGA

NOGA No: **DOES-2020 MBSYEP Public Safety Grant**

Effective Date: August 3, 2020

Issued by: Department of Employment Services
 4058 Minnesota Avenue, NE
 Washington, DC 20019

Grantee: Saving Our Next Generation (SONG)

Grantee Federal Tax ID Number: [REDACTED]

Description of First Modification:

This first modification of NOGA No.: **DOES-2020 MBSYEP Public Safety Grant** establishes a \$10,000 increase to the authorized budget of \$47,478.00 thereby increasing the authorized budget to \$57,478.00. The increased funding will be used to provide an additional 2 weeks of services.

The following modifications are made to NOGA No.: **DOES-2020 MBSYEP Public Safety Grant**

- Grant Award Amount:

This modification increases the grant award amount from \$47,478.00 to \$57,478.00

- Section C-1 “Reporting” is modified as follows:

The required program deliverables for the target groups are described below and should be submitted in accordance with the timeline below

Reports Required	Frequency
Program Status Report (summarizing monthly activities, by the 10 th of the month following the period of activity)	Monthly
Expenditure Report (summarizing monthly expenditures by the 10 th of the month following the period of activity)	Monthly
Weekly Log – Meet with participants at least 1 hour memorializing those meetings for each participant	Weekly
LEP/NEP - collect and report data on encounters with Limited or Non-English proficient (LEP/NEP) individuals, and interpretation services and translation of vital documents for LEP/NEP individuals by the 10 th of the month following the end of the quarter of activity. If the number is zero (0) that information must still be reported	Quarterly
Submission of program reports (for weeks 7 and 8)	Weekly

Close Out Report- Closeout instructions will be provided 30 days before the program end.

Due at the close of the grant

- Section II-B "Payment Schedule" is modified as follows:

Payment	Payment Requirement
PAYMENT #1 – Base Amount 50%:	The Grantee must successfully complete the MBSYEP Program registration virtual site visits, pass background checks for all individuals with direct contact or onsite with youth under 18
PAYMENT #2 – 25%	Submission of all "post-assessments" and surveys listed in phases 1 through 5 of the program design
PAYMENT #3 – 25%	Submission of all "pre-assessments" and surveys listed in phases 1 through 5 of the program design
PAYMENT #4 – \$10,000	Submission of program reports (for weeks 7 and 8)

All other terms of the NOGA remain in effect.

On behalf of Grantee, I understand and agree to the terms and conditions of this First Modification to NOGA No.: **DOES-2020 MBSYEP Public Safety Grant** and hereby certify my authority to execute this First Modification on Grantee's behalf.



Signature of Grantee Authorized Representative

8/3/2020

Date

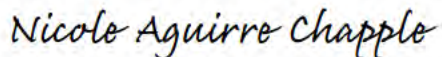
Paul Winestock

Printed Name of Grantee Authorized Representative

CEO

Title of Grantee Authorized Representative

To Be Completed by the District of Columbia



Nicole Chapple
Grant Officer
Department of Employment Services

08/03/2020

Effective Date



NOTICE OF GRANT AWARD(NOGA)

Information Page

RFA No.: DOES-MBPSG-2020

NOGA No.: DOES-2020 MBSYEP Public Safety Grant

Grantee: Solutions by SF, LLC

Award Begin Date: June 22,2020

Award End Date: September 30, 2020

Grant Award Amount: \$50,000.00

DOES Grant Officer Point of Contact Information:

Name: Nicole Chapple

Email: Nicole.chapple@dc.gov

Phone: 202-671-1900

DOES Grant Specialist Contact Information:

Name: Vanessa Black

Email: Vanessa.Black@dc.gov

Phone: 202-698-5808

DOES Performance Monitoring Point of Contact Information:

Name: Porscha Mills

Email: porscha.mills@dc.gov

Phone: 202-698-4125

Grantee Point of Contact Information:

Name: Christina Brew

Email: christina.brew@dc.gov

Phone: 202-899-3691

Tax ID#/EIN: [REDACTED]

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-MBPSG-2020 between DOES and Solutions By SF, LLC. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50, and D.C. Code § 1-328.05, as amended.

I. BACKGROUND

The mission of DOES is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, and effective working communities.

The DOES Office of Youth Programs (OYP) develops and administers workforce development programs for District youth ages 14 to 24. DOES OYP provides occupational skills training, work experience, academic enrichment and life skills training to facilitate the development of work habits and skills that are essential for success in the workplace.

Within DOES OYP, the Marion Barry Summer Youth Employment Program (MBSYEP) is a locally funded initiative that provides District youth with enriching and constructive summer work experiences through subsidized placements with non-profit, private and government host sites.

II. SCOPE

DOES OYP seeks qualified organizations to pilot the MBSYEP Public Safety Grant. This initiative seeks to identify 100 youth ages 16 to 24 from high crime Police Service Areas (PSA) in Wards 7 and 8 to provide all of the following services: financial literacy, trauma and civic leadership training for a minimum of six (6) weeks to run concurrently with MBSYEP in 2020.

A. Pre-Program Requirements

Prior to the start of the program, Grantee must successfully complete:

- a. DOES Virtual Orientation;
- b. Pass background checks for all individuals with direct contact or onsite with youth under 18
- c. Receive official documentation from DOES OYP to begin programming.

B. Program Requirements

1. Grantee must successfully complete the following during the period of performance:
 - a. Secure all insurance requirements within one month of the grant execution or the grant may be terminated for non-compliance with ORM insurance requirements.
 - b. Attend Monthly Meeting (if required).

- c. Grantee must provide programming as outlined in the application submitted in response to RFA No.: DOES-MBPSG-2020. The application is attached hereto and is made a part of this NOGA.
- d. Provide interpretation services and translation of vital documents to LEP/NEP customers and report this data to DOES Language Access Coordinator and Program Point-of-Contact on a quarterly basis.
- e. Incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials funded by DOES.
- f. Grantee must maintain and provide documentation related to this program for a minimum of 3 years after submission of the final payment. At any time before final payment and 3 years thereafter, DOES may have the Grantee's invoices, vouchers and statements of cost audited. Any payment may be reduced by amounts found by DOES not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that the District has made all payments to the Grantee and an overpayment is found, the Grantee shall reimburse the District for said overpayment within 30 days, after written notification.
- g. Grantee shall establish and maintain books, records, and documents including electronic storage media in accordance with Generally Accepted Accounting Principles and Practices, which sufficiently and properly reflect all revenues and expenditures of grant funds awarded by the District, pursuant to this NOGA.
- h. Grantee shall grant reasonable access to DOES, the D.C. Auditor, any applicable federal department, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records including computer records or electronic storage media of the Grantee that are directly pertinent to charges to the program, in order to conduct audits and examinations and to make excerpts, transcripts and photocopies. This right of access also includes timely and reasonable access to Grantees' personnel for the purpose of interviews and discussions related to such documents.

C. Reporting/Deliverables

- 1. The required program reports and deliverables are described below and shall be submitted to Program Point of Contact and Grant Specialist identified on the Information Page via email in accordance with the below timeline.

Reporting

Reports Required	Frequency
Monthly Program Status Report – Grantee shall complete and submit monthly status reports, summarizing monthly activities, by the 10 th of the month following the period of activity.	Monthly
Monthly Expenditure Report – Grantee shall complete and submit monthly expenditure reports, summarizing monthly expenditures, by the 10 th of the month following the period of activity.	Monthly
Weekly Log – Meet with participants at least 1 hour weekly memorializing those meetings for each participant	Weekly
Quarterly LEP/NEP Report – Grantee shall collect and report data on encounters with Limited or Non-English proficient (LEP/NEP) individuals, and interpretation services and translation of vital documents for LEP/NEP individuals by the 10th of the month following the end of the quarter of activity. If the number is zero (0) that information must still be reported.	Quarterly
Close Out Report – Closeout instructions will be provided 30 days before the program end.	Due at the close of the grant

Deliverables – The phases below can be run simultaneously

Deliverables	Phase 1 Mental Health Awareness	Phase 2 Financial Literacy Training	Phase 3 Career Job Readiness Training	Phase 4 (Civic Engagement Project)	Phase 5 Mentorship
Provide trauma training	✓				
Provide resource guide of mental health services provided by the city and non-profit organizations	✓				
Assess participants knowledge of trauma (pre/post)	✓				

Provide financial management training		✓			
Conduct pre/post skills assessment to measure knowledge gained		✓			
Provide job readiness skills training			✓		
Provide a pre/post job readiness self-assessment			✓		
Assist participants in the development and presentation of their community action plans			✓		
Provide 1 on 1 or group mentorship not to exceed 1 mentor to 5 mentees					✓
Meet with participant at least 1 hour each week and submit weekly log					✓

Outcomes

- 85% of all participants surveyed at the end the program would recommend using the Grantee again next year.
- 90% of participant's ages 22 to 24 demonstrated employability/job readiness, based upon the post self-assessment referenced in "Phase 3" of the Structure section of this document.

DOES will have sole ownership and control of all deliverables. The Grantee must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

D. Changes to Scope

Any changes to the scope and/or grant funding must be approved in writing by the Grant Monitor designated in this NOGA, and the Grant Officer and/or the DOES Director. The Grantee shall submit written notice of any changes in programming, staffing and site location within twenty-four (24) hours of the change. Any programming, staffing or site location changes must be approved by DOES, prior to the proposed change.

PERIOD OF PERFORMANCE

The DOES-MBPSG-2020 grant will operate six weeks from date of award.

A. Option Years

DOES reserves the sole right to exercise four option years beyond the original period of performance, contingent upon the availability of funding and satisfactory performance from the Grantee. The funding amount for the option year will be determined by DOES and all terms and requirements of the original grant will apply unless modified by DOES. Any modifications to the NOGA shall occur, prior to the termination or expiration of the NOGA.

II. GRANT FUNDING

Funds for this Grant are provided by DOES. This program was designed by the Grantee, based on the requirements provided and approved by DOES. Grantee will be subject to requirements set forth in RFA No.: DOES-MBPSG-2020 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-MBPSG-2020, this NOGA and the attached proposal.

A. Grant Funding Amount

The grant amount is determined by the issuing DOES office or department and current funding availability.

B. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the NOGA. There are three (3) payment categories listed below each representing a specific

percentage of the total grant amount.

PAYMENT #1 – (50% - Base Payment Amount = (\$25,000))

Grant	Payment Requirement
MBSYEP Public Safety Grant	<ul style="list-style-type: none"> • Successfully complete virtual program orientation • Pass background checks for all individuals with direct contact or onsite with youth under 18 • Invoice

The maximum amount that can be invoiced for payment #1 is \$25,000.00.

If Grantee fails to successfully complete the Pre-Program Requirements, the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

PAYMENT #2 – (25% of grant award = \$12,500)

Grant	Payment Requirement
MBSYEP Public Safety Grant	<ul style="list-style-type: none"> • Submission of all “pre-assessments” and surveys listed in phases 1 through 5 of the program design • Invoice

PAYMENT #3 – (25% of grant award = \$12,500)

Grant	Payment Requirement
MBSYEP Public Safety Grant	<ul style="list-style-type: none"> • Submission of all “post-assessments ” and surveys listed in phases 1 through 5 of the program design • Invoice

Grantee must provide a monthly expenditure report to show all expenses that were paid out in relation to this grant. The grant monitor will review and approve all reports. At anytime the grant monitor can haute a payment due to low expenditures.

If the Grantee does not comply with the NOGA, applicable federal and District laws and regulations, the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

C. E-Invoices

Grantees shall submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov> . If your organization is not a registered user on the portal, the site will walk you through the steps for registering. Grantees are required to register on the vendor portal, prior to submitting an invoice. If you have any questions, you can contact the E-Invoicing Support Desk at (202) 741 – 5200 or at dcvendorportal@dc.gov.

D. Anti-Deficiency Considerations

The Grantee shall acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 , (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

V. MONITORING

DOES staff is responsible for monitoring and evaluating the program and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, Grantee shall provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine Grantee's level of compliance with federal and/or District requirements and to identify specifically whether Grantee's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of Grantee's normal course of programs and activities. Monitoring may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Monitoring may result in corrective action. Monitoring could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

VI. COMPLIANCE

Grantee shall be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. Grantee cannot be listed on any federal or local excluded parties list.

Grantees shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials, created as a part of this program and funded by DOES.

In accordance with Title VI of the Civil Rights Act of 1964 , as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

Grantee shall train all personnel working on the program funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. The required language access training shall be approved by the DC Office of Human Rights. Grantee is required to report dates and attendees of the training to the DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Monthly Reporting System.

If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the Grantee to ensure compliance.

The Grantee shall comply with all the applicable District and Federal statutes and regulations, as may be amended from time to time, including the below list.

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion)
- Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.
- Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20

- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01
- Universal Paid Leave Act, D.C. Official Code § 32-541.01 et seq.

A. Confidentiality of Records

DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. Grantee must demonstrate an ability to maintain the confidentiality of information. Specifically, the Grantee must agree to and abide by the following conditions.

1. Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.
2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All program staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their families. Grantee shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all program staff and volunteers who will be working on the program.

B. Additional Requirements

1. Indemnification Clause

The Grantee agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the “District”) from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys’ fees), resulting from, arising out of, or in any way connected to activities or work performed by the Grantee, the Grantee’s officers,

employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the grant agreement.

The Grantee assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the grant agreement. The Grantee shall also repair or replace any District property that is damaged by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Grantee where the underlying claim arises from the conduct, action, or omission of the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the grant agreement.

2. Insurance

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising

out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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

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

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

3. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide

coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

4. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

- C. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

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

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

- F. **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.

- G. **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event

of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

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

The Government of the District of Columbia

emailed to the attention of:
Vanessa Black
(202) 698-5808
(vanessa.black@dc.gov)

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

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

List of Attachments:

- a. Proposal Submitted for RFA No.: DOES-MBPSG-2020

SIGNATURES

NOGA: DOES-MBPSG-2020

Grantee: Solutions By SF, LLC.

Federal Tax ID Number: [REDACTED]

Grant Amount: \$50,000.00

Authorized Representative Name: Shermica Farquhar

Authorized Representative Title: CEO

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the terms of NOGA: DOES- MBPSG-2020 the attached proposal submitted in response to RFA No.: DOES-MBPSG-2020 and that the statements and certifications included in this NOGA are true and accurate.

On behalf of Grantee, I understand and agree to the terms and conditions of this NOGA and RFA No.: RFA No.: DOES-MBPSG-2020 and hereby certify my authority to execute this NOGA on Grantee's behalf.



Signature of Authorized Representative

6.12.2020

Date


Shermica Farquhar

Printed Name of Authorized Representative

CEO

Title of Authorized Representative

To Be Completed By The District of Columbia:



Nicole Chapple
Department of Employment Services
Grant Officer

06/18/2020

Date



NOTICE OF GRANT AWARD(NOGA)

Information Page

RFA No.: DOES-MBPSG-2020

NOGA No.: DOES-2020 MBSYEP Public Safety Grant

Grantee: JMG Productions, Inc.

Award Begin Date: June 22,2020

Award End Date: September 30, 2020

Grant Award Amount: \$50,000.00

DOES Grant Officer Point of Contact Information:

Name: Nicole Chapple

Email: Nicole.chapple@dc.gov

Phone: 202-671-1900

DOES Grant Specialist Contact Information:

Name: Vanessa Black

Email: Vanessa.Black@dc.gov

Phone: 202-698-5808

DOES Performance Monitoring Point of Contact Information:

Name: Porscha Mills

Email: porscha.mills@dc.gov

Phone: 202-698-4125

Grantee Point of Contact Information:

Name: Christina Brew

Email: christina.brew@dc.gov

Phone: 202-899-3691

Tax ID#/EIN: [REDACTED]

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No. 1 DOES-MBPSG-2020 between DOES and JMG Productions, Inc. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50, and D.C. Code § 1-328.05, as amended.

I. BACKGROUND

The mission of DOES is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, and effective working communities.

The DOES Office of Youth Programs (OYP) develops and administers workforce development programs for District youth ages 14 to 24. DOES OYP provides occupational skills training, work experience, academic enrichment and life skills training to facilitate the development of work habits and skills that are essential for success in the workplace.

Within DOES OYP, the Marion Barry Summer Youth Employment Program (MBSYEP) is a locally funded initiative that provides District youth with enriching and constructive summer work experiences through subsidized placements with non-profit, private and government host sites.

II. SCOPE

DOES OYP seeks qualified organizations to pilot the MBSYEP Public Safety Grant. This initiative seeks to identify 100 youth ages 16 to 24 from high crime Police Service Areas (PSA) in Wards 7 and 8 to provide all of the following services: financial literacy, trauma and civic leadership training for a minimum of six (6) weeks to run concurrently with MBSYEP in 2020.

A. Pre-Program Requirements

Prior to the start of the program, Grantee must successfully complete:

- a. DOES Virtual Orientation;
- b. Pass background checks for all individuals with direct contact or onsite with youth under 18
- c. Receive official documentation from DOES OYP to begin programming.

B. Program Requirements

1. Grantee must successfully complete the following during the period of performance:
 - a. Secure all insurance requirements within one month of the grant execution or the grant may be terminated for non-compliance with ORM insurance requirements.
 - b. Attend Monthly Meeting (if required).

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- c. Grantee must provide programming as outlined in the application submitted in response to RFA No.: DOES-MBPSG-2020. The application is attached hereto and is made a part of this NOGA.
- d. Provide interpretation services and translation of vital documents to LEP/NEP customers and report this data to DOES Language Access Coordinator and Program Point-of-Contact on a quarterly basis.
- e. Incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials funded by DOES.
- f. Grantee must maintain and provide documentation related to this program for a minimum of 3 years after submission of the final payment. At any time before final payment and 3 years thereafter, DOES may have the Grantee's invoices, vouchers and statements of cost audited. Any payment may be reduced by amounts found by DOES not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that the District has made all payments to the Grantee and an overpayment is found, the Grantee shall reimburse the District for said overpayment within 30 days, after written notification.
- g. Grantee shall establish and maintain books, records, and documents including electronic storage media in accordance with Generally Accepted Accounting Principles and Practices, which sufficiently and properly reflect all revenues and expenditures of grant funds awarded by the District, pursuant to this NOGA.
- h. Grantee shall grant reasonable access to DOES, the D.C. Auditor, any applicable federal department, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records including computer records or electronic storage media of the Grantee that are directly pertinent to charges to the program, in order to conduct audits and examinations and to make excerpts, transcripts and photocopies. This right of access also includes timely and reasonable access to Grantees' personnel for the purpose of interviews and discussions related to such documents.

C. Reporting/Deliverables

1. The required program reports and deliverables are described below and shall be submitted to Program Point of Contact and Grant Specialist identified on the Information Page via email in accordance with the below timeline.

Reporting

Reports Required	Frequency
	Monthly

Monthly Program Status Report – Grantee shall complete and submit monthly status reports, summarizing monthly activities, by the 10 th of the month following the period of activity.	
Monthly Expenditure Report – Grantee shall complete and submit monthly expenditure reports, summarizing monthly expenditures, by the 10 th of the month following the period of activity.	Monthly
Weekly Log – Meet with participants at least 1 hour weekly memorializing those meetings for each participant	Weekly
Quarterly LEP/NEP Report – Grantee shall collect and report data on encounters with Limited or Non-English proficient (LEP/NEP) individuals, and interpretation services and translation of vital documents for LEP/NEP individuals by the 10th of the month following the end of the quarter of activity. If the number is zero (0) that information must still be reported.	Quarterly
Close Out Report – Closeout instructions will be provided 30 days before the program end.	Due at the close of the grant

Deliverables – The phases below can be run simultaneously

Deliverables	Phase 1 Mental Health Awareness	Phase 2 Financial Literacy Training	Phase 3 Career Job Readiness Training	Phase 4 (Civic Engagement Project)	Phase 5 Mentorship
Provide trauma training	✓				
Provide resource guide of mental health services provided by the city and non-profit organizations	✓				
Assess participants knowledge of trauma (pre/post)	✓				
		✓			

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Provide financial management training					
Conduct pre/post skills assessment to measure knowledge gained		✓			
Provide job readiness skills training			✓		
Provide a pre/post job readiness self-assessment			✓		
Assist participants in the development and presentation of their community action plans			✓		
Provide 1 on 1 or group mentorship not to exceed 1 mentor to 5 mentees					✓
Meet with participant at least 1 hour each week and submit weekly log					✓

Outcomes

- 85% of all participants surveyed at the end the program would recommend using the Grantee again next year.
- 90% of participant's ages 22 to 24 demonstrated employability/job readiness, based upon the post self-assessment referenced in "Phase 3" of the Structure section of this document.

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DOES will have sole ownership and control of all deliverables. The Grantee must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

D. Changes to Scope

Any changes to the scope and/or grant funding must be approved in writing by the Grant Monitor designated in this NOGA, and the Grant Officer and/or the DOES Director. The Grantee shall submit written notice of any changes in programming, staffing and site location within twenty-four (24) hours of the change. Any programming, staffing or site location changes must be approved by DOES, prior to the proposed change.

PERIOD OF PERFORMANCE

The DOES-MBPSG-2020 grant will operate six weeks from date of award.

A. Option Years

DOES reserves the sole right to exercise four option years beyond the original period of performance, contingent upon the availability of funding and satisfactory performance from the Grantee. The funding amount for the option year will be determined by DOES and all terms and requirements of the original grant will apply unless modified by DOES. Any modifications to the NOGA shall occur, prior to the termination or expiration of the NOGA.

II. GRANT FUNDING

Funds for this Grant are provided by DOES. This program was designed by the Grantee, based on the requirements provided and approved by DOES. Grantee will be subject to requirements set forth in RFA No.: DOES-MBPSG-2020 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-MBPSG-2020, this NOGA and the attached proposal.

A. Grant Funding Amount

The grant amount is determined by the issuing DOES office or department and current funding availability.

B. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the NOGA. There are three (3) payment categories listed below each representing a specific percentage of the total grant amount.

PAYMENT #1 – (50% - Base Payment Amount = (\$25,000))

Grant	Payment Requirement
MBSYEP Public Safety Grant	<ul style="list-style-type: none"> • Successfully complete virtual program orientation • Pass background checks for all individuals with direct contact or onsite with youth under 18 • Invoice

The maximum amount that can be invoiced for payment #1 is \$25,000.00.

If Grantee fails to successfully complete the Pre-Program Requirements, the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

PAYMENT #2 – (25% of grant award = \$12,500)

Grant	Payment Requirement
MBSYEP Public Safety Grant	<ul style="list-style-type: none"> • Submission of all “pre-assessments” and surveys listed in phases 1 through 5 of the program design • Invoice

PAYMENT #3 – (25% of grant award = \$12,500)

Grant	Payment Requirement
MBSYEP Public Safety Grant	<ul style="list-style-type: none"> • Submission of all “post-assessments” and surveys listed in phases 1 through 5 of the program design • Invoice

Grantee must provide a monthly expenditure report to show all expenses that were paid out in relation to this grant. The grant monitor will review and approve all reports. At anytime the grant monitor can haute a payment due to low expenditures.

If the Grantee does not comply with the NOGA, applicable federal and District laws and regulations, the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

C. E-Invoices

Grantees shall submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov> . If your organization is not a registered user on the portal, the site will walk you through the steps for registering. Grantees are required to register on the vendor portal, prior to submitting an invoice. If you have any questions, you can contact the E-Invoicing Support Desk at (202) 741 – 5200 or at dcvendorportal@dc.gov.

D. Anti-Deficiency Considerations

The Grantee shall acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 , (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

V. MONITORING

DOES staff is responsible for monitoring and evaluating the program and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, Grantee shall provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine Grantee's level of compliance with federal and/or District requirements and to identify specifically whether Grantee's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of Grantee's normal course of programs and activities. Monitoring may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Monitoring may result in corrective action. Monitoring could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

VI. COMPLIANCE

Grantee shall be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. Grantee cannot be listed on any federal or local excluded parties list.

Grantees shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials, created as a part of this program and funded by DOES.

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In accordance with Title VI of the Civil Rights Act of 1964 , as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

Grantee shall train all personnel working on the program funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. The required language access training shall be approved by the DC Office of Human Rights. Grantee is required to report dates and attendees of the training to the DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Monthly Reporting System.

If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the Grantee to ensure compliance.

The Grantee shall comply with all the applicable District and Federal statutes and regulations, as may be amended from time to time, including the below list.

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion)
- Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.
- Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20
- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.

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- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01
- Universal Paid Leave Act, D.C. Official Code § 32-541.01 et seq.

A. Confidentiality of Records

DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. Grantee must demonstrate an ability to maintain the confidentiality of information. Specifically, the Grantee must agree to and abide by the following conditions.

1. Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.
2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All program staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their families. Grantee shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all program staff and volunteers who will be working on the program.

B. Additional Requirements

1. Indemnification Clause

The Grantee agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from, arising out of, or in any way connected to activities or work performed by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the grant agreement.

The Grantee assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the grant agreement. The Grantee shall also repair or replace any District property that is damaged by the Grantee, the Grantee's

officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Grantee where the underlying claim arises from the conduct, action, or omission of the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the grant agreement.

2. Insurance

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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

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

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

3. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

4. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.
- B. **PRIMARY AND NONCONTRIBUTORY INSURANCE**
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.
- C. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- D. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- E. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- F. **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.
- G. **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- H. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to

commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

emailed to the attention of:
Vanessa Black
(202) 698-5808
(vanessa.black@dc.gov)

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

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

List of Attachments:

- a. Proposal Submitted for RFA No.: DOES-MBPSG-2020

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SIGNATURES

NOGA: DOES-MBPSG-2020

Grantee: JMG Productions, Inc.

Federal Tax ID Number: [REDACTED]

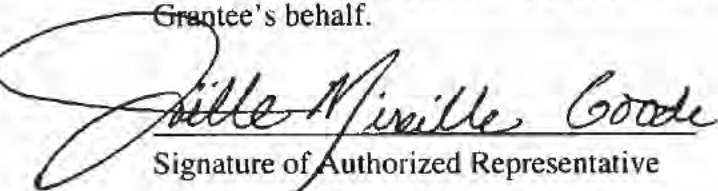
Grant Amount: \$50,000.00

Authorized Representative Name: Joelle Goode

Authorized Representative Title: Executive Director

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the terms of NOGA: DOES- MBPSG-2020 the attached proposal submitted in response to RFA No.: DOES-MBPSG-2020 and that the statements and certifications included in this NOGA are true and accurate.

On behalf of Grantee, I understand and agree to the terms and conditions of this NOGA and RFA No.: RFA No.: DOES-MBPSG-2020 and hereby certify my authority to execute this NOGA on Grantee's behalf.


Signature of Authorized Representative

June 12, 2020
Date

Joelle Mireille Goode
Printed Name of Authorized Representative

Executive Director
Title of Authorized Representative

To Be Completed By The District of Columbia:

Nicole Chapple
Nicole Chapple
Department of Employment Services
Grant Officer

06/18/2020
Date

Department of Employment Services
 2020 MBSYEP Public Safety Grant
DOES-2020-MBPSG-2020

FIRST MODIFICATION OF NOGA

NOGA No: **DOES-2020 MBSYEP Public Safety Grant**

Effective Date: August 3, 2020

Issued by: Department of Employment Services
 4058 Minnesota Avenue, NE
 Washington, DC 20019

Grantee: JMG Productions, Inc.

Grantee Federal Tax ID Number: [REDACTED]

Description of First Modification:

This first modification of NOGA No.: **DOES-2020 MBSYEP Public Safety Grant** establishes a \$10,000 increase to the authorized budget of \$50,000 thereby increasing the authorized budget to \$60,000. The increased funding will be used to provide an additional 2 weeks of services.

The following modifications are made to NOGA No.: **DOES-2020 MBSYEP Public Safety Grant**

- Grant Award Amount:

This modification increases the grant award amount from \$50,000 to \$60,000.

- Section C-1 "Reporting" is modified as follows:

The required program deliverables for the target groups are described below and should be submitted in accordance with the timeline below

Reports Required	Frequency
Program Status Report (summarizing monthly activities, by the 10 th of the month following the period of activity)	Monthly
Expenditure Report (summarizing monthly expenditures by the 10 th of the month following the period of activity)	Monthly
Weekly Log – Meet with participants at least 1 hour memorializing those meetings for each participant	Weekly
LEP/NEP - collect and report data on encounters with Limited or Non-English proficient (LEP/NEP) individuals, and interpretation services and translation of vital documents for LEP/NEP individuals by the 10th of the month following the end of the quarter of activity. If the number is zero (0)	Quarterly

that information must still be reported	
Submission of programming report for (weeks 7 and 8)	Weekly
Close Out Report- Closeout instructions will be provided 30 days before the program end.	Due at the close of the grant

- Section II-B "Payment Schedule" is modified as follows:

Payment	Payment Requirement
PAYMENT #1 – Base Amount 50%:	The Grantee must successfully complete the MBSYEP Program registration virtual site visits, pass background checks for all individuals with direct contact or onsite with youth under 18
PAYMENT #2 – 25%	Submission of all "post-assessments" and surveys listed in phases 1 through 5 of the program design
PAYMENT #3 – 25%	Submission of all "pre-assessments" and surveys listed in phases 1 through 5 of the program design
PAYMENT #4 – \$10,000	Submission of programming report for (weeks 7 and 8)

All other terms of the NOGA remain in effect.

On behalf of Grantee, I understand and agree to the terms and conditions of this First Modification to NOGA No.: **DOES-2020 MBSYEP Public Safety Grant** and hereby certify my authority to execute this First Modification on Grantee's behalf.

Joëlle Mirville Goode
Signature of Grantee Authorized Representative

8/3/20
Date

Joëlle Mirville Goode
Printed Name of Grantee Authorized Representative

Executive Director
Title of Grantee Authorized Representative

To Be Completed by the District of Columbia

Nicole Aguirre Chapple

Nicole Chapple
Grant Officer
Department of Employment Services

08/03/2020

Effective Date

Department of Employment Services
MBSYEP Public Safety Grant
DOES-MBPSG-2020

SECOND MODIFICATION OF NOGA

NOGA No.: **DOES-2020 MBSYEP Public Safety Grant**

Effective Date: October 1, 2020

End Date: September 30, 2021

Grant Award Amount: \$50,000

Issued by: Department of Employment Services
 4058 Minnesota Avenue, NE
 Washington, DC 20019

Grantee: JMG Productions, Inc

Grantee Federal Tax ID Number 

Description of Second Modification

The following modifications are made to NOGA No.: **DOES-2020 MBSYEP Public Safety Grant – (1)** exercise option year 1 with the period of performance from October 1, 2020 to September 30, 2021 and (2) establishes an authorized budget of \$50,000.

The following modifications are made to **NOGA No.: DOES-2020 MBSYEP Public Safety Grant:**

“Period of Performance” is modified as follows:

The DOES MBPSG-2020 grant shall operate from October 1, 2020 to September 30, 2021.

Section II-B “Payment Schedule” is modified as follows:

Payment #1 – 35%

- Submission of syllabus that will include activities covered each week of your program:

- Speakers
 - Activities (Itemized by Phase)
 - Virtual Platform used
 - Link to virtual platform
 - Meeting times/location
 - How you plan to cover topics outlined for Phase 1 through 5
- Submission for approval of pre/post-assessment survey to program.
- Pre/Post Assessment Survey should include:
 - Name of Participants
 - Age
 - Knowledge Quiz on Materials Covered in your syllabus
- Pre-Assessment should be administered to participants no later than the 1st week of the programming
-
- Submit pre-assessment results to MBSYEP no later than the 2nd week of programming.
- Successful host registration for the 2021 MBSYEP Program Year.
- Selection of 35 MBSYEP Participants from the host portal, no later than 3 weeks before the program start date.
- Complete Background Checks and finger printing of all employees who will be in direct contact or on location with youth under the age of 18.
- Invoice Submission

Payment #2 – 30%

- Submission of week 1 through 3 program reports, inclusive of the following:
 - Timesheets for participants
 - Program Summary broken down week by week and inclusive of pictures or descriptions of activities.

Payment #3 - 35%

- Submission of week 4 through 6 program reports, inclusive of the following:
 - Timesheets for participants
 - Program Summary broken down week by week
- Post Assessment should be completed by participants during the last week of the program and submitted to program no later than the last day of the 2021 MBSYEP Program.
- Complete at least 1 social media post each week inclusive of the following:
 - Usage of the hashtag #MBSYEP
 - Picture and small description of programming
- Invoice Submission

All other terms of the NOGA remain in effect.

On behalf of Grantee, I understand and agree to the terms and conditions of this Second Modification to NOGA No.: **DOES-2020 MBSYEP Public Safety Grant** and hereby certify my authority to execute this Second Modification.


Signature of Authorized Representative

10/1/2020
Date

JOËLLE MIKEILLE GOODE
Printed Name of Authorized Representative

Executive Director
Title of Authorized Representative

To Be Completed by the District of Columbia:

Nicole Chapple
Digitally signed by Nicole Chapple
DN: cn=Nicole Chapple, o=Department of
Employment Services, ou=Chief Operating Officer,
email=nicole.chapple@dc.gov, c=US
Date: 2020.10.06 10:34:32 -0400

Nicole Chapple
Grant Officer
Department of Employment Services

10/01/2020
Effective Date



NOTICE OF GRANT AWARD (NOGA)

Information Page

RFA No.: DOES-MMG-2020

NOGA No.: DOES-MMG-2020-01

GRANTEE: CHECK IT

Tax ID#/EIN: [REDACTED]

Award Begin Date: October 1, 2020

Award End Date: December 31, 2020

Grant Award Amount: \$75,000

DOES Grant Officer Point of Contact Information:

Name: Nicole Chapple

Email: Nicole.chapple@dc.gov

Phone: 202-671-1900

DOES Grant Specialist Contact Information:

Name: LaShaun Basil

Email: lashaun.basil@dc.gov

Phone: 202-671-4128

DOES Performance Monitoring Point of Contact Information:

Name: Porscha Mills

Email: porscha.mills@dc.gov

Phone: 202-698-4125

DOES Program Office Point of Contact Information:

Name: Christina Brew

Email: christina.brew@dc.gov

Phone: 202-698-4125

GRANTEE Point of Contact Information:

Name: Ronald Moten

Email: ronaldmoten@icloud.com

Phone: 202-750-0350

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-MMG-2020-01 between DOES and GRANTEE. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50, and D.C. Code § 1-328.05, as amended.

I. BACKGROUND

DOES' mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. Based on the current social, political and economic circumstances, DOES OYP recognized the need to empower youth with strategies and resources to address the strain, stress and pressures of everyday life. Training on the 6 core principals of trauma will provide youth with the tools to assist themselves or others in coping with the strain, stress and pressures of everyday life.

II. SCOPE

The Department of Employment Services (DOES), through its Office of Youth Programs (OYP), seeks qualified organizations to pilot the OYP Moving Mountains Initiative (Initiative). This Initiative seeks to empower youth with the six core principles of trauma informed care to assist with addressing the strain, stress and pressures associated with the current social, political, and economic circumstances. GRANTEE is required to conduct three (3) one (1) week cohorts to train 75 youth ages 14 to 24 with a maximum of 25 youth per cohort. The training should cover trauma recognition and recovery, mental health awareness, coping techniques for stress/anxiety over COVID-19 and provide exposure to local and virtual resources. DOES anticipates making at least three grant awards, and GRANTEE will be responsible for serving a maximum of 75 participants.

GRANTEE should ensure that training encompasses the six core principles of trauma informed care to include the importance of Safety, Trustworthiness & Transparency, Peer Support, Collaboration & Mutuality, Empowerment & Choice and, Cultural, historical & gender issues. Each of these components are designed to increase the awareness of the impact of trauma and affect that it has on individuals in the workforce. The specialized skills that youth will learn through this initiative will allow them to promote positive emotion management, a key trait necessary to be successful in the workplace. Effective coping skills will allow youth to collaborate and coordinate positively when in the workforce and lead to more effective communication amongst peers and senior management.

Safety is a paramount feature when addressing trauma. **Youth need safe spaces** where they can come together, engage in activities related to their diverse needs and interests, participate in decision making processes and freely express themselves. When youth have safe spaces to engage in these types of conversations, it aids in the proper development of their communication skills. GRANTEE should ensure that training encompass how to create, maintain and develop safe spaces for communication inside the workforce and how to properly communicate with staff.

GRANTEE shall organize and prioritize operations that foster an environment of trustworthiness and transparency that lead to effective communication, so youth feel that they are prepared for the workforce.

GRANTEE shall ensure that youth receive encouragement and assistance during their workforce training. The GRANTEE shall provide **peer** supporters that offer emotional **support**, share knowledge, teach skills, provide practical assistance, and connect people with resources and opportunity that promote networking in the workforce.

GRANTEE will address cultural and historical issues surrounding gender issues like the gender pay gap between men and women. GRANTEE shall provide a skills assessment and develop an individualized strategy for how to participants can better monetize their abilities and skills to overcome gender pay gap issues within the workforce.

A. Pre-Program Requirements

1. Prior to the start of the program, GRANTEE must successfully complete:
 - a. DOES technical site visit inspection;
 - b. DOES Virtual Orientation;
 - c. All DOES mandatory meetings

B. Program Requirements

GRANTEE is to serve 75 participants under this NOGA. Cohorts are limited to 25 participants. DOES OYP will identify and assign participants to GRANTEE. DOES will identify one cohort designed to serve Teen parents exclusively and convene and ensure that youth are registered and participate in Mayor Bowser's Maternal & Infant Health Summit

- The training shall be virtual.
- The training shall include trauma recognition and recovery, mental health awareness, and coping techniques for stress/anxiety over COVID-19, with a focus on the 6 core principals of trauma informed care.
- GRANTEE is required to develop a pre-assessment and post-assessment that mirrors the training curriculum, for approval by DOES OYP.
- The pre-assessment will be given on the first day of the cohort. GRANTEE will connect participants with local and virtual resources, based upon the participants' needs determined from the pre-assessment.
- The post-assessment will be given on the last day of the cohort and measure growth in knowledge and awareness of the strategies and techniques to address the strain, stress and pressures associated with the current social, political, and economic circumstances.

- GRANTEE is required to provide required materials and cover any fees, associated with the cohorts.
- GRANTEE is required to administer the DOES customer satisfaction survey, on the last day of the cohort.
- All cohorts must be completed within the 90-day term of the grant.
- GRANTEE shall provide monthly progress reports documenting the progress and attendance of all participants enrolled in the program.
- GRANTEE shall collect and report statistical information as requested by DOES, including individual-level data on enrollment, participant demographics, specific services provided, and participation in workshops and other program specific related activities and outcomes.
- GRANTEE will be required to participate in ongoing monitoring and evaluation activities led by DOES designated evaluator. These may include technical/virtual site visits, surveys, interviews, focus groups, administrative records review, and other data collection and evaluation strategies.
- GRANTEE will collect data regarding contact with Limited English Proficient (LEP) and Non-English Proficient (NEP) participants and report this data to DOES Language Access Coordinator on a quarterly basis.
- GRANTEE will provide interpretation services and translation of vital documents to LEP/NEP customers. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- GRANTEE will incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials funded by DOES.

C. Reporting/Deliverables

The required program reports and deliverables are described below and shall be submitted to Program Point of Contact and Grant Specialist identified on the Information Page via email in accordance with the below timeline.

Deliverables

In addition to the milestones and outcomes, GRANTEE must provide the following deliverables:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Sign-in Sheets	1	Via email	Within 5 business days of the end of each cohort

Item 2	Work Plan/Curriculum	1	Via email	Upon award
Item 3	Pre-Test Assessment, for DOES approval	1	Via email	Upon award
Item 4	Post Test Assessment, for DOES approval	1	Via email	Upon award

Reports

In addition to the milestones and outcomes, GRANTEE must provide the following reports:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Report on results of pre-assessment with proposed connections for participants with local and virtual resources, based upon the participants' needs determined from the pre-assessment	1	Via email	Within 5 business days of the end of each cohort
Item 2	Report on results of post-assessment measuring growth in knowledge and awareness of the strategies and techniques to address the strain, stress and pressures associated with the current social, political, and economic circumstances	1	Via email	Within 5 business days of the end of each cohort
Item 3	Program Closeouts Report	1	Via Email	End of the Grant Period
Item 4	Program Expenditure Report	1	Via Email	End of the Grant Period
Item 5	LEP/NEP Report	1	Via email	End of the Grant Period

All program reports and deliverables must be submitted per the schedule provided above and final program deliverables must be submitted to DOES no later than the end of the grant.

DOES will have sole ownership and control of all deliverables. The GRANTEE must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

DOES will have sole ownership and control of all created materials created, information gathered deliverables. The GRANTEE must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

D. Changes to Scope

Any changes to the scope and/or grant funding must be approved in writing by the Grant Specialist designated in this NOGA, and the Grant Officer and/or the DOES Director. The GRANTEE shall submit written notice of any changes in programming, staffing and site location within twenty-four (24) hours of the change. Any programming, staffing or site location changes must be approved by DOES, prior to the proposed change.

PERIOD OF PERFORMANCE

- A. The “2020 Moving Mountain Grant” will operate from date of award until December 31, 2020.a

B. Option Years

DOES reserves the sole right to exercise four option years beyond the original period of performance, contingent upon the availability of funding and satisfactory performance from the GRANTEE. The funding amount for the option year will be determined by DOES and all terms and requirements of the original grant will apply unless modified by DOES. Any modifications to the NOGA shall occur, prior to the termination or expiration of the NOGA.

II. GRANT FUNDING

Funds for this Grant are provided by DOES. This program was designed by the GRANTEE, based on the requirements provided and approved by DOES. GRANTEE will be subject to requirements set forth in RFA No.: DOES-MMG-2020, this NOGA and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-MMG-2020, this NOGA and the attached proposal.

A. Grant Funding Amount

The GRANTEE is awarded _____.

B. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the NOGA. There are three (3) payment categories listed below each representing a specific percentage of the total grant amount:

PAYMENT #1 - Base Amount	Payment #2	PAYMENT #3	Payment #4
25%	25%	25%	25%

Payment 1: Base Payment: (25%)

The base payment is contingent on successful completion of the following:

- Virtual Orientation
- Background Check (for all individuals with direct contact with youth under 18)
- Work Plan/Curriculum
- Pre- and post-assessments, for DOES approval

Payment 2: (25%)

In order to receive payment, GRANTEE must submit the following:

- Sign-in Sheets
- Submission of Report on results of pre-assessment with proposed connections for participants with local and virtual resources, based upon the participants' needs determined from the pre-assessment for first cohort.
- Submission of Report on results of post-assessment measuring growth in knowledge and awareness of the strategies and techniques to address the strain, stress and pressures associated with the current social, political, and economic circumstances for first cohort.
- Submission of all responses to customer satisfaction surveys for first cohort.

Payment 3: (25%)

In order to receive payment, GRANTEE must submit the following:

- Sign-in Sheets
- Submission of Report on results of pre-assessment with proposed connections for participants with local and virtual resources, based upon the participants' needs determined from the pre-assessment for second cohort.
- Submission of Report on results of post-assessment measuring growth in knowledge and awareness of the strategies and techniques to address the strain, stress and pressures associated with the current social, political, and economic circumstances for second and third cohort.
- Submission of all responses to customer satisfaction surveys for second cohort.

Payment 4: (25%)

In order to receive payment, GRANTEE must submit the following:

- Sign-in Sheets
- Submission of Report on results of pre-assessment with proposed connections for participants with local and virtual resources, based upon the participants' needs determined from the pre-assessment for third cohort.

- Submission of Report on results of post-assessment measuring growth in knowledge and awareness of the strategies and techniques to address the strain, stress and pressures associated with the current social, political, and economic circumstances for third cohort.
- Submission of all responses to customer satisfaction surveys for third cohort.

GRANTEE must provide monthly expenditure reports with receipts to show all expenses that were paid out in relation to this grant. The grant monitor will review and approve all reports.

If GRANTEE does not comply with the NOGA, applicable federal and District laws and regulations, then the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

GRANTEE shall submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov>. If your organization is not a registered user on the portal, the site will walk you through the steps for registering. GRANTEES are required to register on the vendor portal, prior to submitting an invoice. If you have any questions, you can contact the E-Invoicing Support Desk at (202) 741 – 5200 or at dcvendorportal@dc.gov.

C. Anti-Deficiency Considerations

GRANTEE shall acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

V. MONITORING

DOES staff is responsible for monitoring and evaluating the program and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, GRANTEE shall provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine GRANTEE's level of compliance with federal and/or District requirements and to identify specifically whether GRANTEE's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of GRANTEE's normal course of programs and activities. Monitoring may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Monitoring may result in corrective action. Monitoring could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

VI. COMPLIANCE

GRANTEE shall be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. GRANTEE cannot be listed on any federal or local excluded parties list.

GRANTEE shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials, created as a part of this program and funded by DOES.

In accordance with Title VI of the Civil Rights Act of 1964 , as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

GRANTEE shall train all personnel working on the program funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. The required language access training shall be approved by the DC Office of Human Rights. GRANTEE is required to report dates and attendees of the training to the DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Monthly Reporting System.

If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of GRANTEE to ensure compliance.

GRANTEE shall comply with all the applicable District and Federal statutes and regulations, as may be amended from time to time, including the below list.

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion)

- Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.
- Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20
- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01
- Universal Paid Leave Act, D.C. Official Code § 32-541.01 et seq.

A. Confidentiality of Records

DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. GRANTEE must demonstrate an ability to maintain the confidentiality of information. Specifically, GRANTEE must agree to and abide by the following conditions.

1. Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.
2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All program staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their families. GRANTEE shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all program staff and volunteers who will be working on the program.

B. Additional Requirements

1. Indemnification Clause

The GRANTEE agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the “District”) from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys’ fees), resulting from, arising out of, or in any way

connected to activities or work performed by the GRANTEE, the GRANTEE's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the GRANTEE in performance of the NOGA.

The GRANTEE assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the NOGA. The GRANTEE shall also repair or replace any District property that is damaged by the GRANTEE, the GRANTEE's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the GRANTEE while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the GRANTEE where the underlying claim arises from the conduct, action, or omission of the GRANTEE, the GRANTEE's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the GRANTEE in performance of the NOGA.

2. Insurance

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under this contract, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance to prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole

obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory

mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

- C. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- D. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. However, the required minimum insurance requirements provided

above will not in any way limit the contractor's liability under this contract.

- E. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- F. **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.
- G. **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- H. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And emailed to the attention of:

LaShaun Basil

Grant Specialist

Lashaun.basil@dc.gov

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

- I. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- J. **CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best

Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the District.

3. Suspension

- a. DOES may suspend all or part of the grant agreement and withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds if DOES has reason to believe that fraud, abuse, or violation of the law has occurred on behalf of the GRANTEE, or a sub-grantee in the performance of the grant.
- b. DOES may suspend all or part of the grant agreement in the event DOES determines the GRANTEE has failed to comply with any material terms of the grant agreement, whether stated in statute, regulation, application, or elsewhere.
- c. Before a termination or suspension is determined the GRANTEE will be issued a cure notice. The cure notice will outline the issues and cite the corresponding reference in the NOGA. Once the Cure Notice is issued the GRANTEE will have ten business days to respond or correct the issues cited in the notice. If the GRANTEE fails to comply with the term outlined in the cure notice the termination or suspension will move forward.

4. Termination

- a. The District may, subject to the provisions of paragraph (c) below, by written notice of default to the GRANTEE, terminate the whole or any part of this grant in any one of the following circumstances:
 - i. If the GRANTEE fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
 - ii. If the GRANTEE fails to perform any of the other provisions of this grant, or so fails to make progress as to endanger performance of this grant in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Grants Officer may authorize in writing) after receipt of notice from the Grants Officer specifying such failure.
- b. In the event the District terminates this grant in whole or in part as provided in paragraph (a) of this clause, the District may procure, upon such terms and in such manner as the Grants Officer may deem appropriate, supplies or service similar to those so terminated, and the GRANTEE shall be liable to the District for any excess costs for similar supplies or services; provided, that the GRANTEE shall continue the performance of this grant to the extent not

terminated under the provisions of this clause.

- c. Except with respect to defaults of sub-grantees, the GRANTEE shall not be liable for any excess costs if the failure to perform the grant arises out of causes beyond the control and without

5. Termination for the Convenience of the District

The District may terminate performance of work under this grant in whole or, from time to time, in part if the Grants Officer determines that a termination is in the District's interest. The Grants Officer shall terminate by delivering to the GRANTEE a Notice of Termination specifying the extent of termination and effective date.

Upon receipt of a Notice of Termination, and except as directed by the Grants Officer, the GRANTEE shall immediately proceed as follows:

1. Stop work as specified in the notice.
2. Place no further sub-grants, personnel services; or facilities, except as necessary to complete the continued portion of the grant.
3. Terminate all specified obligations related to the grant; and/or
4. Complete performance of any grant work not terminated by the notice.

If the termination is partial, the GRANTEE may file a proposal with the Grants Officer for an equitable adjustment of the price(s) of the continued portion of the grant. The Grants Officer shall make any equitable adjustment agreed upon. Any proposal by the GRANTEE for an equitable adjustment under this clause shall be requested within ninety (90) days from the effective date of termination unless extended in writing by the Grants Officer.

List of Attachments:

- a. Proposal Submitted for RFA No.: DOES-MMG-2020
- b. RFA No.: DOES-MMG-2020

SIGNATURES

NOGA: DOES-MMG-2020-01
GRANTEE: CHECK IT
Federal Tax ID Number: XXXXXXXXXX
Grant Amount: \$75,000
Authorized Representative Name: Ronald Moten
Authorized Representative Title: Director

As the duly authorized representative of the GRANTEE, I hereby certify that the GRANTEE will comply with the terms of NOGA: DOES-MMG-2020-01 the attached proposal submitted in response to RFA No.: DOES-MMG-2020 and that the statements and certifications included in this NOGA are true and accurate.

On behalf of GRANTEE, I understand and agree to the terms and conditions of this NOGA and RFA No.: RFA No.: DOES-MMG-2020 and hereby certify my authority to execute this NOGA on GRANTEE's behalf.

Ronald Moten 10-7-2020
 Signature of Authorized Representative Date

Ronald L. Moten
 Printed Name of Authorized Representative

Co-founder- Grants Manager
 Title of Authorized Representative

To Be Completed By The District of Columbia:

Nicole Chapple 10/08/2020
 Nicole Chapple Date
 Department of Employment Services
 Grant Officer

Department of Employment Services
Moving Mountains Grant
DOES-MMG-2020

MODIFICATION OF NOGA

NOGA No: **DOES-MGG-2020-01**

Effective Date: January 1, 2021

Issued by: Department of Employment Services
 4058 Minnesota Avenue, NE
 Washington, DC 20019

Grantee: Check IT

Grantee Federal Tax ID Number: [REDACTED]

Description of Modification 01:

This first modification to NOGA No.: **DOES-MMG-2020-01** is to exercise option year one with a period of performance from January 1, 2021 to December 31, 2021 with an authorized budget of \$75,000.

The following additional modifications are made to NOGA: **DOES-LGG-2020-01:**

- Section II: Scope

Replace the first paragraph in this section with the following paragraph.

“The Department of Employment Services (DOES), through its Office of Youth Programs (OYP), seeks qualified organizations to pilot the OYP Moving Mountains Initiative (Initiative). This Initiative seeks to empower youth with the six core principles of trauma informed care to assist with addressing the strain, stress and pressures associated with the current social, political, and economic circumstances. GRANTEE is required to conduct five (5) one (1) week cohorts to train 75 youth ages 14 to 24 with a maximum of 15 youth per cohort. The training should cover trauma recognition and recovery, mental health awareness, coping techniques for stress/anxiety over COVID-19 and provide exposure to local and virtual resources. DOES anticipates making at least three grant awards, and GRANTEE will be responsible for serving a maximum of 75 participants.”

- Section II B. Program Requirements

Replace the first paragraph in this section with the following paragraph.

“GRANTEE is to serve 75 participants under this NOGA. Cohorts are limited to 15 participants. DOES OYP will identify and assign participants to GRANTEE. DOES will identify one cohort designed to serve Teen parents exclusively and convene and ensure that youth are registered and participate in Mayor Bowser's Maternal & Infant Health Summit.”

- Section II C. Reporting/Deliverables

Reports

In addition to the milestones and outcomes, GRANTEE must provide the following reports:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Report on results of post-assessment measuring growth in knowledge and awareness of the strategies and techniques to address the strain, stress and pressures associated with the current social, political, and economic circumstances	1	Via email	Within 5 business days of the end of each cohort
Item 2	Monthly Status Report	1	Via Email	10 th of each month
Item 3	Program Closeouts Report	1	Via Email	End of the Grant Period
Item 4	Program Expenditure Report	1	Via Email	10 th of each month
Item 5	LEP/NEP Report	1	Via email	10 th of each month

- Section B “Payment Schedule” is modified as follows:

The total amount of the grant award shall not exceed the amount specified within the modification. There are five (5) payment categories listed below each representing a specific percentage of the total grant amount:

PAYMENT #1	Payment #2	PAYMENT #3	Payment #4	Payment #5
20%	20%	20%	20%	20%

Payment 1: (20%)

In order to receive payment, GRANTEE must submit the following:

- Sign-in Sheets
- Submission of Report on results of pre-assessment with proposed connections for participants with local and virtual resources, based upon the participants' needs determined from the pre-assessment for first cohort.
- Submission of Report on results of post-assessment measuring growth in knowledge and awareness of the strategies and techniques to address the strain, stress and pressures associated with the current social, political, and economic circumstances for first cohort.

- Submission of all responses to customer satisfaction surveys for first cohort.

Payment 2: (20%)

In order to receive payment, GRANTEE must submit the following:

- Sign-in Sheets
- Submission of Report on results of pre-assessment with proposed connections for participants with local and virtual resources, based upon the participants' needs determined from the pre-assessment for first cohort.
- Submission of Report on results of post-assessment measuring growth in knowledge and awareness of the strategies and techniques to address the strain, stress and pressures associated with the current social, political, and economic circumstances for first cohort.
- Submission of all responses to customer satisfaction surveys for first cohort.

Payment 3: (20%)

In order to receive payment, GRANTEE must submit the following:

- Sign-in Sheets
- Submission of Report on results of pre-assessment with proposed connections for participants with local and virtual resources, based upon the participants' needs determined from the pre-assessment for second cohort.
- Submission of Report on results of post-assessment measuring growth in knowledge and awareness of the strategies and techniques to address the strain, stress and pressures associated with the current social, political, and economic circumstances for second and third cohort.
- Submission of all responses to customer satisfaction surveys for second cohort.

Payment 4: (20%)

In order to receive payment, GRANTEE must submit the following:

- Sign-in Sheets
- Submission of Report on results of pre-assessment with proposed connections for participants with local and virtual resources, based upon the participants' needs determined from the pre-assessment for third cohort.
- Submission of Report on results of post-assessment measuring growth in knowledge and awareness of the strategies and techniques to address the strain, stress and pressures associated with the current social, political, and economic circumstances for third cohort.
- Submission of all responses to customer satisfaction surveys for third cohort.

Payment 5: (25%)

In order to receive payment, GRANTEE must submit the following:

- Sign-in Sheets
- Submission of Report on results of pre-assessment with proposed connections for participants with local and virtual resources, based upon the participants' needs determined from the pre-assessment for first cohort.
- Submission of Report on results of post-assessment measuring growth in knowledge and awareness of the strategies and techniques to address the strain,

stress and pressures associated with the current social, political, and economic circumstances for first cohort.

- Submission of all responses to customer satisfaction surveys for first cohort.

All other terms of the NOGA remain in effect.

Tayron Bennett
Signature of Authorized Representative

1-15-2021
Date

Tayron Bennett
Printed Name of Authorized Representative

CEO/Co-founder
Title of Authorized Representative

To Be Completed by the District of Columbia:

Nicole Aguirre Chapple
Nicole Chapple
Grant Officer
Department of Employment Services

Digitally signed by Nicole Aguirre Chapple
DN: cn=Nicole Aguirre Chapple, o=Department of
Employment Services, ou=Chief Operating Officer,
email=cc@chappleandgoe.com, c=US
Date: 2021.01.15 09:54:00-0500

01/15/21
Effective Date

**NOTICE OF GRANT AWARD (NOGA)**

Information Page

RFA No.: DOES-MMG-2020**NOGA No.:** DOES-MMG-2020-02**GRANTEE:** The Simmons Advantage, Inc**Tax ID#/EIN:** [REDACTED]**Award Begin Date:** October 1, 2020**Award End Date:** December 31, 2020**Grant Award Amount:** \$75,000**DOES Grant Officer Point of Contact Information:****Name:** Nicole Chapple**Email:** Nicole.chapple@dc.gov**Phone:** 202-671-1900**DOES Grant Specialist Contact Information:****Name:** LaShaun Basil**Email:** lashaun.basil@dc.gov**Phone:** 202-671-4128**DOES Performance Monitoring Point of Contact Information:****Name:** Porscha Mills**Email:** porscha.mills@dc.gov**Phone:** 202-698-4125**DOES Program Office Point of Contact Information:****Name:** Christina Brew**Email:** christina.brew@dc.gov**Phone:** 202-698-4125**GRANTEE Point of Contact Information:****Name:** Kwame Simmons**Email:** ksimmons@simmonsadvantage.com**Phone:** 313-205-7788

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-MMG-2020-02 between DOES and GRANTEE. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50, and D.C. Code § 1-328.05, as amended.

I. BACKGROUND

DOES' mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. Based on the current social, political and economic circumstances, DOES OYP recognized the need to empower youth with strategies and resources to address the strain, stress and pressures of everyday life. Training on the 6 core principals of trauma will provide youth with the tools to assist themselves or others in coping with the strain, stress and pressures of everyday life.

II. SCOPE

The Department of Employment Services (DOES), through its Office of Youth Programs (OYP), seeks qualified organizations to pilot the OYP Moving Mountains Initiative (Initiative). This Initiative seeks to empower youth with the six core principles of trauma informed care to assist with addressing the strain, stress and pressures associated with the current social, political, and economic circumstances. GRANTEE is required to conduct three (3) one (1) week cohorts to train 75 youth ages 14 to 24 with a maximum of 25 youth per cohort. The training should cover trauma recognition and recovery, mental health awareness, coping techniques for stress/anxiety over COVID-19 and provide exposure to local and virtual resources. DOES anticipates making at least three grant awards, and GRANTEE will be responsible for serving a maximum of 75 participants.

GRANTEE should ensure that training encompasses the six core principles of trauma informed care to include the importance of Safety, Trustworthiness & Transparency, Peer Support, Collaboration & Mutuality, Empowerment & Choice and, Cultural, historical & gender issues. Each of these components are designed to increase the awareness of the impact of trauma and affect that it has on individuals in the workforce. The specialized skills that youth will learn through this initiative will allow them to promote positive emotion management, a key trait necessary to be successful in the workplace. Effective coping skills will allow youth to collaborate and coordinate positively when in the workforce and lead to more effective communication amongst peers and senior management.

Safety is a paramount feature when addressing trauma. **Youth** need **safe spaces** where they can come together, engage in activities related to their diverse needs and interests, participate in decision making processes and freely express themselves. When youth have safe spaces to engage in these types of conversations, it aids in the proper development of their communication skills. GRANTEE should ensure that training encompass how to create, maintain and develop safe spaces for communication inside the workforce and how to properly communicate with staff.

GRANTEE shall organize and prioritize operations that foster an environment of trustworthiness and transparency that lead to effective communication, so youth feel that they are prepared for the workforce.

GRANTEE shall ensure that youth receive encouragement and assistance during their workforce training. The GRANTEE shall provide **peer** supporters that offer emotional **support**, share knowledge, teach skills, provide practical assistance, and connect people with resources and opportunity that promote networking in the workforce.

GRANTEE will address cultural and historical issues surrounding gender issues like the gender pay gap between men and women. GRANTEE shall provide a skills assessment and develop an individualized strategy for how to participants can better monetize their abilities and skills to overcome gender pay gap issues within the workforce.

A. Pre-Program Requirements

1. Prior to the start of the program, GRANTEE must successfully complete:
 - a. DOES technical site visit inspection;
 - b. DOES Virtual Orientation;
 - c. All DOES mandatory meetings

B. Program Requirements

GRANTEE is to serve 75 participants under this NOGA. Cohorts are limited to 25 participants. DOES OYP will identify and assign participants to GRANTEE. DOES will identify one cohort designed to serve Teen parents exclusively and convene and ensure that youth are registered and participate in Mayor Bowser's Maternal & Infant Health Summit

- The training shall be virtual.
- The training shall include trauma recognition and recovery, mental health awareness, and coping techniques for stress/anxiety over COVID-19, with a focus on the 6 core principals of trauma informed care.
- GRANTEE is required to develop a pre-assessment and post-assessment that mirrors the training curriculum, for approval by DOES OYP.
- The pre-assessment will be given on the first day of the cohort. GRANTEE will connect participants with local and virtual resources, based upon the participants' needs determined from the pre-assessment.
- The post-assessment will be given on the last day of the cohort and measure growth in knowledge and awareness of the strategies and techniques to address the strain, stress and pressures associated with the current social, political, and economic circumstances.

- GRANTEE is required to provide required materials and cover any fees, associated with the cohorts.
- GRANTEE is required to administer the DOES customer satisfaction survey, on the last day of the cohort.
- All cohorts must be completed within the 90-day term of the grant.
- GRANTEE shall provide monthly progress reports documenting the progress and attendance of all participants enrolled in the program.
- GRANTEE shall collect and report statistical information as requested by DOES, including individual-level data on enrollment, participant demographics, specific services provided, and participation in workshops and other program specific related activities and outcomes.
- GRANTEE will be required to participate in ongoing monitoring and evaluation activities led by DOES designated evaluator. These may include technical/virtual site visits, surveys, interviews, focus groups, administrative records review, and other data collection and evaluation strategies.
- GRANTEE will collect data regarding contact with Limited English Proficient (LEP) and Non-English Proficient (NEP) participants and report this data to DOES Language Access Coordinator on a quarterly basis.
- GRANTEE will provide interpretation services and translation of vital documents to LEP/NEP customers. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- GRANTEE will incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials funded by DOES.

C. Reporting/Deliverables

The required program reports and deliverables are described below and shall be submitted to Program Point of Contact and Grant Specialist identified on the Information Page via email in accordance with the below timeline.

Deliverables

In addition to the milestones and outcomes, GRANTEE must provide the following deliverables:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Sign-in Sheets	1	Via email	Within 5 business days of the end of each cohort

Item 2	Work Plan/Curriculum	1	Via email	Upon award
Item 3	Pre-Test Assessment, for DOES approval	1	Via email	Upon award
Item 4	Post Test Assessment, for DOES approval	1	Via email	Upon award

Reports

In addition to the milestones and outcomes, GRANTEE must provide the following reports:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Report on results of pre-assessment with proposed connections for participants with local and virtual resources, based upon the participants' needs determined from the pre-assessment	1	Via email	Within 5 business days of the end of each cohort
Item 2	Report on results of post-assessment measuring growth in knowledge and awareness of the strategies and techniques to address the strain, stress and pressures associated with the current social, political, and economic circumstances	1	Via email	Within 5 business days of the end of each cohort
Item 3	Program Closeouts Report	1	Via Email	End of the Grant Period
Item 4	Program Expenditure Report	1	Via Email	End of the Grant Period
Item 5	LEP/NEP Report	1	Via email	End of the Grant Period

All program reports and deliverables must be submitted per the schedule provided above and final program deliverables must be submitted to DOES no later than the end of the grant.

DOES will have sole ownership and control of all deliverables. The GRANTEE must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

DOES will have sole ownership and control of all created materials created, information gathered deliverables. The GRANTEE must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

D. Changes to Scope

Any changes to the scope and/or grant funding must be approved in writing by the Grant Specialist designated in this NOGA, and the Grant Officer and/or the DOES Director. The GRANTEE shall submit written notice of any changes in programming, staffing and site location within twenty-four (24) hours of the change. Any programming, staffing or site location changes must be approved by DOES, prior to the proposed change.

PERIOD OF PERFORMANCE

A. The "2020 Moving Mountain Grant" will operate from date of award until December 31, 2020.a

B. Option Years

DOES reserves the sole right to exercise four option years beyond the original period of performance, contingent upon the availability of funding and satisfactory performance from the GRANTEE. The funding amount for the option year will be determined by DOES and all terms and requirements of the original grant will apply unless modified by DOES. Any modifications to the NOGA shall occur, prior to the termination or expiration of the NOGA.

II. GRANT FUNDING

Funds for this Grant are provided by DOES. This program was designed by the GRANTEE, based on the requirements provided and approved by DOES. GRANTEE will be subject to requirements set forth in RFA No.: DOES-MMG-2020, this NOGA and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-MMG-2020, this NOGA and the attached proposal.

A. Grant Funding Amount

The GRANTEE is awarded _____.

B. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the NOGA. There are three (3) payment categories listed below each representing a specific percentage of the total grant amount:

PAYMENT #1 - Base Amount	Payment #2	PAYMENT #3	Payment #4
25%	25%	25%	25%

Payment 1: Base Payment: (25%)

The base payment is contingent on successful completion of the following:

- Virtual Orientation
- Background Check (for all individuals with direct contact with youth under 18)
- Work Plan/Curriculum
- Pre- and post-assessments, for DOES approval

Payment 2: (25%)

In order to receive payment, GRANTEE must submit the following:

- Sign-in Sheets
- Submission of Report on results of pre-assessment with proposed connections for participants with local and virtual resources, based upon the participants' needs determined from the pre-assessment for first cohort.
- Submission of Report on results of post-assessment measuring growth in knowledge and awareness of the strategies and techniques to address the strain, stress and pressures associated with the current social, political, and economic circumstances for first cohort.
- Submission of all responses to customer satisfaction surveys for first cohort.

Payment 3: (25%)

In order to receive payment, GRANTEE must submit the following:

- Sign-in Sheets
- Submission of Report on results of pre-assessment with proposed connections for participants with local and virtual resources, based upon the participants' needs determined from the pre-assessment for second cohort.
- Submission of Report on results of post-assessment measuring growth in knowledge and awareness of the strategies and techniques to address the strain, stress and pressures associated with the current social, political, and economic circumstances for second and third cohort.
- Submission of all responses to customer satisfaction surveys for second cohort.

Payment 4: (25%)

In order to receive payment, GRANTEE must submit the following:

- Sign-in Sheets
- Submission of Report on results of pre-assessment with proposed connections for participants with local and virtual resources, based upon the participants' needs determined from the pre-assessment for third cohort.

- Submission of Report on results of post-assessment measuring growth in knowledge and awareness of the strategies and techniques to address the strain, stress and pressures associated with the current social, political, and economic circumstances for third cohort.
- Submission of all responses to customer satisfaction surveys for third cohort.

GRANTEE must provide monthly expenditure reports with receipts to show all expenses that were paid out in relation to this grant. The grant monitor will review and approve all reports.

If GRANTEE does not comply with the NOGA, applicable federal and District laws and regulations, then the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

GRANTEE shall submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov>. If your organization is not a registered user on the portal, the site will walk you through the steps for registering. GRANTEES are required to register on the vendor portal, prior to submitting an invoice. If you have any questions, you can contact the E-Invoicing Support Desk at (202) 741 – 5200 or at dcvendorportal@dc.gov.

C. Anti-Deficiency Considerations

GRANTEE shall acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

V. MONITORING

DOES staff is responsible for monitoring and evaluating the program and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, GRANTEE shall provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine GRANTEE's level of compliance with federal and/or District requirements and to identify specifically whether GRANTEE's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of GRANTEE's normal course of programs and activities. Monitoring may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Monitoring may result in corrective action. Monitoring could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

VI. COMPLIANCE

GRANTEE shall be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. GRANTEE cannot be listed on any federal or local excluded parties list.

GRANTEE shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials, created as a part of this program and funded by DOES.

In accordance with Title VI of the Civil Rights Act of 1964, as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

GRANTEE shall train all personnel working on the program funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. The required language access training shall be approved by the DC Office of Human Rights. GRANTEE is required to report dates and attendees of the training to the DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Monthly Reporting System.

If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of GRANTEE to ensure compliance.

GRANTEE shall comply with all the applicable District and Federal statutes and regulations, as may be amended from time to time, including the below list.

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion)

- Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.
- Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20
- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01
- Universal Paid Leave Act, D.C. Official Code § 32-541.01 et seq.

A. Confidentiality of Records

DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. GRANTEE must demonstrate an ability to maintain the confidentiality of information. Specifically, GRANTEE must agree to and abide by the following conditions.

1. Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.
2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All program staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their families. GRANTEE shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all program staff and volunteers who will be working on the program.

B. Additional Requirements

1. Indemnification Clause

The GRANTEE agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from, arising out of, or in any way

connected to activities or work performed by the GRANTEE, the GRANTEE's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the GRANTEE in performance of the NOGA.

The GRANTEE assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the NOGA. The GRANTEE shall also repair or replace any District property that is damaged by the GRANTEE, the GRANTEE's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the GRANTEE while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the GRANTEE where the underlying claim arises from the conduct, action, or omission of the GRANTEE, the GRANTEE's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the GRANTEE in performance of the NOGA.

2. Insurance

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under this contract, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance to prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole



obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory

mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
 5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.
- B. **PRIMARY AND NONCONTRIBUTORY INSURANCE**
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.
- C. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- D. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. However, the required minimum insurance requirements provided

above will not in any way limit the contractor's liability under this contract.

- E. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- F. **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.
- G. **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- H. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And emailed to the attention of:

**LaShaun Basil
Grant Specialist
Lashaun.basil@dc.gov**

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

- I. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- J. **CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best

Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the District.

3. Suspension

- a. DOES may suspend all or part of the grant agreement and withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds if DOES has reason to believe that fraud, abuse, or violation of the law has occurred on behalf of the GRANTEE, or a sub-grantee in the performance of the grant.
- b. DOES may suspend all or part of the grant agreement in the event DOES determines the GRANTEE has failed to comply with any material terms of the grant agreement, whether stated in statute, regulation, application, or elsewhere.
- c. Before a termination or suspension is determined the GRANTEE will be issued a cure notice. The cure notice will outline the issues and cite the corresponding reference in the NOGA. Once the Cure Notice is issued the GRANTEE will have ten business days to respond or correct the issues cited in the notice. If the GRANTEE fails to comply with the term outlined in the cure notice the termination or suspension will move forward.

4. Termination

- a. The District may, subject to the provisions of paragraph (c) below, by written notice of default to the GRANTEE, terminate the whole or any part of this grant in any one of the following circumstances:
 - i. If the GRANTEE fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
 - ii. If the GRANTEE fails to perform any of the other provisions of this grant, or so fails to make progress as to endanger performance of this grant in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Grants Officer may authorize in writing) after receipt of notice from the Grants Officer specifying such failure.
- b. In the event the District terminates this grant in whole or in part as provided in paragraph (a) of this clause, the District may procure, upon such terms and in such manner as the Grants Officer may deem appropriate, supplies or service similar to those so terminated, and the GRANTEE shall be liable to the District for any excess costs for similar supplies or services; provided, that the GRANTEE shall continue the performance of this grant to the extent not



terminated under the provisions of this clause.

- c. Except with respect to defaults of sub-grantees, the GRANTEE shall not be liable for any excess costs if the failure to perform the grant arises out of causes beyond the control and without

5. Termination for the Convenience of the District

The District may terminate performance of work under this grant in whole or, from time to time, in part if the Grants Officer determines that a termination is in the District's interest. The Grants Officer shall terminate by delivering to the GRANTEE a Notice of Termination specifying the extent of termination and effective date.

Upon receipt of a Notice of Termination, and except as directed by the Grants Officer, the GRANTEE shall immediately proceed as follows:

1. Stop work as specified in the notice.
2. Place no further sub-grants, personnel services; or facilities, except as necessary to complete the continued portion of the grant.
3. Terminate all specified obligations related to the grant; and/or
4. Complete performance of any grant work not terminated by the notice.

If the termination is partial, the GRANTEE may file a proposal with the Grants Officer for an equitable adjustment of the price(s) of the continued portion of the grant. The Grants Officer shall make any equitable adjustment agreed upon. Any proposal by the GRANTEE for an equitable adjustment under this clause shall be requested within ninety (90) days from the effective date of termination unless extended in writing by the Grants Officer.

List of Attachments:

- a. Proposal Submitted for RFA No.: DOES-MMG-2020
- b. RFA No.: DOES-MMG-2020

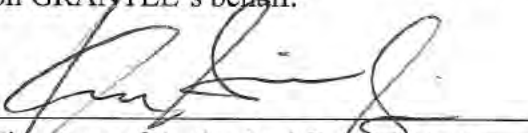


SIGNATURES

NOGA: DOES-MMG-2020-02
GRANTEE: The Simmons Advantage, Inc.
Federal Tax ID Number: [REDACTED]
Grant Amount: \$75,000
Authorized Representative Name: Kwame Simmons
Authorized Representative Title: Founder

As the duly authorized representative of the GRANTEE, I hereby certify that the GRANTEE will comply with the terms of NOGA: DOES-MMG-2020-02 the attached proposal submitted in response to RFA No.: DOES-MMG-2020 and that the statements and certifications included in this NOGA are true and accurate.

On behalf of GRANTEE, I understand and agree to the terms and conditions of this NOGA and RFA No.: RFA No.: DOES-MMG-2020 and hereby certify my authority to execute this NOGA on GRANTEE's behalf.


Signature of Authorized Representative

10-07-20
Date

Kwame Simmons Sr
Printed Name of Authorized Representative

Founder and Senior Facilitator
Title of Authorized Representative

To Be Completed By The District of Columbia:

Nicole Chapple
Nicole Chapple
Department of Employment Services
Grant Officer

10/08/2020
Date

Department of Employment Services
Moving Mountains Grant
DOES-MMG-2020

MODIFICATION OF NOGA

NOGA No: **DOES-MGG-2020-02**

Effective Date: January 1, 2021

Issued by: Department of Employment Services
 4058 Minnesota Avenue, NE
 Washington, DC 20019

Grantee: The Simmons Advantage

Grantee Federal Tax ID Number: [REDACTED]

Description of Modification 01:

This first modification to NOGA No.: **DOES-MMG-2020-02** is to exercise option year one with a period of performance from January 1, 2021 to December 31, 2021 with an authorized budget of \$75,000.

The following additional modifications are made to NOGA: **DOES-LGG-2020-02:**

- Section II: Scope

Replace the first paragraph in this section with the following paragraph.

“The Department of Employment Services (DOES), through its Office of Youth Programs (OYP), seeks qualified organizations to pilot the OYP Moving Mountains Initiative (Initiative). This Initiative seeks to empower youth with the six core principles of trauma informed care to assist with addressing the strain, stress and pressures associated with the current social, political, and economic circumstances. GRANTEE is required to conduct five (5) one (1) week cohorts to train 75 youth ages 14 to 24 with a maximum of 15 youth per cohort. The training should cover trauma recognition and recovery, mental health awareness, coping techniques for stress/anxiety over COVID-19 and provide exposure to local and virtual resources. DOES anticipates making at least three grant awards, and GRANTEE will be responsible for serving a maximum of 75 participants.”

- Section II B. Program Requirements

Replace the first paragraph in this section with the following paragraph.

“GRANTEE is to serve 75 participants under this NOGA. Cohorts are limited to 15 participants. DOES OYP will identify and assign participants to GRANTEE. DOES will identify one cohort designed to serve Teen parents exclusively and convene and ensure that youth are registered and participate in Mayor Bowser's Maternal & Infant Health Summit.”

- Section II C. Reporting/Deliverables

Reports

In addition to the milestones and outcomes, GRANTEE must provide the following reports:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Report on results of post-assessment measuring growth in knowledge and awareness of the strategies and techniques to address the strain, stress and pressures associated with the current social, political, and economic circumstances	1	Via email	Within 5 business days of the end of each cohort
Item 2	Monthly Status Report	1	Via Email	10 th of each month
Item 3	Program Closeouts Report	1	Via Email	End of the Grant Period
Item 4	Program Expenditure Report	1	Via Email	10 th of each month
Item 5	LEP/NEP Report	1	Via email	10 th of each month

- Section B "Payment Schedule" is modified as follows:

The total amount of the grant award shall not exceed the amount specified within the modification. There are five (5) payment categories listed below each representing a specific percentage of the total grant amount:

PAYMENT #1	Payment #2	PAYMENT #3	Payment #4	Payment #5
20%	20%	20%	20%	20%

Payment 1: (20%)

In order to receive payment, GRANTEE must submit the following:

- Sign-in Sheets
- Submission of Report on results of pre-assessment with proposed connections for participants with local and virtual resources, based upon the participants' needs determined from the pre-assessment for first cohort.
- Submission of Report on results of post-assessment measuring growth in knowledge and awareness of the strategies and techniques to address the strain, stress and pressures associated with the current social, political, and economic circumstances for first cohort.

- Submission of all responses to customer satisfaction surveys for first cohort.

Payment 2: (20%)

In order to receive payment, GRANTEE must submit the following:

- Sign-in Sheets
- Submission of Report on results of pre-assessment with proposed connections for participants with local and virtual resources, based upon the participants' needs determined from the pre-assessment for first cohort.
- Submission of Report on results of post-assessment measuring growth in knowledge and awareness of the strategies and techniques to address the strain, stress and pressures associated with the current social, political, and economic circumstances for first cohort.
- Submission of all responses to customer satisfaction surveys for first cohort.

Payment 3: (20%)

In order to receive payment, GRANTEE must submit the following:

- Sign-in Sheets
- Submission of Report on results of pre-assessment with proposed connections for participants with local and virtual resources, based upon the participants' needs determined from the pre-assessment for second cohort.
- Submission of Report on results of post-assessment measuring growth in knowledge and awareness of the strategies and techniques to address the strain, stress and pressures associated with the current social, political, and economic circumstances for second and third cohort.
- Submission of all responses to customer satisfaction surveys for second cohort.

Payment 4: (20%)

In order to receive payment, GRANTEE must submit the following:

- Sign-in Sheets
- Submission of Report on results of pre-assessment with proposed connections for participants with local and virtual resources, based upon the participants' needs determined from the pre-assessment for third cohort.
- Submission of Report on results of post-assessment measuring growth in knowledge and awareness of the strategies and techniques to address the strain, stress and pressures associated with the current social, political, and economic circumstances for third cohort.
- Submission of all responses to customer satisfaction surveys for third cohort.

Payment 5: (25%)

In order to receive payment, GRANTEE must submit the following:

- Sign-in Sheets
- Submission of Report on results of pre-assessment with proposed connections for participants with local and virtual resources, based upon the participants' needs determined from the pre-assessment for first cohort.
- Submission of Report on results of post-assessment measuring growth in knowledge and awareness of the strategies and techniques to address the strain,

stress and pressures associated with the current social, political, and economic circumstances for first cohort.

- Submission of all responses to customer satisfaction surveys for first cohort.

All other terms of the NOGA remain in effect.



Signature of Authorized Representative

01-13-21
Date

Kwame Simmons, Sr.
Printed Name of Authorized Representative

Founder
Title of Authorized Representative

To Be Completed by the District of Columbia:

Nicole Aguirre
Chapple

Digitally signed by Nicole Aguirre Chapple
DN: cn=Nicole Aguirre Chapple o=Department of
Employment Services, ou=Chief Operating
Officer, email=nicole.chapple@doh.dc.gov, c=US
Date: 2021.01.15 16:07:07 -0500

Nicole Chapple
Grant Officer
Department of Employment Services

01/15/21
Effective Date



NOTICE OF GRANT AWARD (NOGA)

Information Page

RFA No.: DOES-OAITII-2020

NOGA No.: DOES-OAITII Intermediary Initiative-2020

Grantee: On-Ramps to Careers

Award Begin Date: June 19, 2020

Award End Date: September 30, 2020

Grant Award Amount: \$60,000.00

DOES Grant Officer Point of Contact Information:

Name: Nicole Chapple

Email: Nicole.chapple@dc.gov

Phone: 202-671-1900

DOES Grant Specialist Contact Information:

Name: Demetries McArthur Saunders

Email: demetries.saunders@dc.gov

Phone: 202-698-5814

DOES Office of Apprenticeship, Information and Training Program Point of Contact Information:

Name: Thennie Freeman

Email: thennie.freeman@dc.gov

Phone: 202-671-3243

DOES Office of Program & Provider Monitoring Point of Contact Information:

Name: Porscha Mills

Email: Porscha.mills@dc.gov

Phone: 202-698-4125

Grantee Point of Contact Information:

Name: Hillary Jones

Email: hjones@onrampstocareers.org

Phone: 617-620-5554

Tax ID#/EIN: [REDACTED]

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-OAITII Intermediary Initiative-2020 between DOES and On-Ramps to Careers. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50 and the District of Columbia Municipal Regulations (DCMR) Chapter 50 and D.C. Code § 1-328.05.

I. BACKGROUND

The District of Columbia Department of Employment Services' (DOES) mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. DOES prepares District residents for the workforce and connects them to employment opportunities. DOES is dedicated to educating participants about workforce readiness, high-growth industry, career exploration, and academic enrichment through experiential, hands-on programs. DOES is committed to delivering services to District residents who are underemployed or unemployed as well as work readiness training to prepare them for the expectations of the workplace. Thus, DOES issued RFA DOES-OAITII-2020.

II. SCOPE

As part of the Apprenticeship Intermediary Initiative, DOES' Office of Apprenticeship Information and Training (OAIT) is seeking high quality, structured and innovative grant applications from organizations to develop and implement pre-apprenticeship initiatives that lead to registered apprenticeship opportunities for minority youth (in-school and out-of-school), inclusive individuals (individuals possessing physical or mental conditions that limit movement, senses, or activities), and veterans.

In order to expand innovative programming and meet the demands of District residents, this pre-apprenticeship initiative must lead to direct entry into a registered apprenticeship program that features 1) work-based job training and 2) credential attainment for District residents eighteen (18) years of age and older. Participants will be registered with DOES as pre-apprentices and receive related instruction in order to gain industry-recognized credentials and on the job learning. After completion of the program, pre-apprentices are to be transitioned into a registered apprenticeship program.

A. Pre Program Requirements

Prior to the start of the program, Grantee must successfully complete:

- a. DOES technical site visit inspection;
- b. DOES Virtual Orientation;
- c. All DOES mandatory meetings

B. Program Requirements

The Grantee must successfully complete the following during the period of performance:

- Recruit and enroll the awarded service level of 35 students. DOES reserves the right to deem a participant ineligible.
- Provide instructional classes that lead to successful completion.
- Complete all required trainings identified and requested by the DOES.
- Provide an initial assessment report documenting each participant's ability to comprehend the curriculum and complete the program one week after enrollment into the program.
- Provide monthly progress reports on all participant activity.
- Provide weekly time and attendance reports for all participants.
- Provide monthly expenditure reports. This report should be provided by the 10th of each month.
- At the end of the program, provide a program completion spreadsheet that documents all participants who have satisfied all requirements of the program.
- Collect and report statistical information as requested by DOES, including individual-level data on enrollment, participant demographics, specific services provided, and participation in workshops and other program-specific related activities.
- Participate in ongoing monitoring and evaluation activities led by DOES designated evaluator. These may include site visits, surveys, interviews, focus groups, administrative records review, and other data collection and evaluation strategies.
- Collect data regarding contacts with Limited English Proficient (LEP) and Non-English Proficient (NEP) participants and report this data to DOES Language Access Coordinator and program point-of-contact on a quarterly basis.
- Provide interpretation services and translation of vital documents to LEP/NEP customers. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator and program point-of-contact on a quarterly basis.
- Incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials created for this program and funded by DOES.

- Attend and comply with all DOES meetings, onboarding trainings, and meetings held by the Office of Grants Administration and Resource Allocation.
- Provide case management to all participants.
- Provide Close-Out Report of all program activities, within 30 days of the conclusion of the performance period.
- Provide a total of at least 200 hours of youth apprenticeship skills.
- Maintain and provide documentation related to this program for a minimum of 3 years after submission of the final payment. At any time before final payment and 3 years thereafter, DOES may have the Grantee's invoices, vouchers and statements of cost audited. Any payment may be reduced by amounts found by DOES not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that the District has made all payments to the Grantee and an overpayment is found, the Grantee shall reimburse the District for said overpayment within 30 days, after written notification.
- Establish and maintain books, records, and documents (including electronic storage media) in accordance with Generally Accepted Accounting Principles and Practices, which sufficiently and properly reflect all revenues and expenditures of grant funds awarded by the District pursuant to this solicitation.
- Grant reasonable access to DOES, the D.C. Auditor, any applicable federal department, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records (including computer records or electronic storage media) of the Grantee that are directly pertinent to charges to the program, in order to conduct audits and examinations and to make excerpts, transcripts and photocopies. This right of access also includes timely and reasonable access to Grantees' personnel for the purpose of interviews and discussions related to such documents.

C. Reporting/Deliverables and Outcomes

The required reports and program deliverables are described below and should be submitted to both the Program Point of Contact and the Grant Specialist (see information page) via email in accordance with the below timeline.

Reporting

Reporting Requirements	Method of Delivery	Frequency
Initial Assessment Report	Via email/hard copy	1 week after enrollment into the program
Post Assessment Report	Via email/hard copy	By Grant End Date

Time and Attendance	Via email	Weekly Tuesday
Expenditure Report	Via email	Monthly by the 10 th
Language Access Report	Via email	Quarterly

Deliverables

Deliverables	Quantity	Method of Delivery	Due Date
Cohort of 35 must start by June 22, 2020.	-	-	June 22, 2020
Project Plan – Service Delivery Schedule	1	Via email/ Hard Copy	Upon Award
Monthly Report Documentation: <ul style="list-style-type: none"> • Completion on-the-job training hours • Pre and Post Test Assessment (Measurable Skills Gain) • 	1	Via email/Hard copy	by Grant End Date
Invoice	1	Via E-Invoicing System	Monthly (10 th of every month)
Close-Out Report	1	Via email	30 days after the end of the program

Outcomes

The grantee will be responsible for achieving the outcomes set forth in the “Target” column:

Outcomes	Target
Connect and place enrolled pre-apprentices into MBSYEP opportunities	75%
Work Experience	80%

DOES will have sole ownership and control of all deliverables. The Grantee must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

D. Changes to Scope

Any changes to the scope and/or grant funding must be approved in writing by the Grant Specialist as designated in this NOGA, and the Grants Officer and/or the Agency Director. The Grantee must submit written notice of any changes in programming, staffing and site location within twenty-four (24) hours of the change. Any programming, staffing or site location changes must be approved by DOES, prior to the proposed change by contacting the Grants Specialist and Program Point-of Contact referenced on the Information Page.

III. PERIOD OF PERFORMANCE

The 2020 Office of Apprenticeship, Information and Training (OAIT) Intermediary Initiative will operate from the date of award through September 30, 2020.

A. Option Years

DOES reserves the sole right to exercise up to three (3) option years beyond the original period of performance, contingent upon the availability of funding in the designated option year and satisfactory performance from the Grantee. The funding amount for each option year will be determined by DOES and all terms and requirements of the original grant will apply unless modified by DOES. Any modifications to the NOGA shall occur, prior to the termination or expiration of the NOGA.

IV. GRANT FUNDING

Funds for this Grant are provided by DOES. This program was designed by the Grantee, based on the requirements provided and approved by DOES. Grantee will be subject to requirements set forth in RFA No.: DOES-OAITII-2020 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-OAITII-2020, this NOGA and the attached proposal.

A. Grant Funding Amount

The grant amount is determined by the issuing DOES office or department and current funding availability.

B. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the NOGA. There are three (3) payment categories listed below each representing a specific percentage of the total grant amount.

Payment 1: Base Payment: (30%)

The base payment is contingent upon successful completion of the following:

- Virtual Orientation
- DOES technical site visit inspection
- Entrance Survey

Payment 2: (40%)

- Submission of week 1 and week 3 program reports.

PAYMENT 3: (30)%

- Submission of week 6 report, exit survey and post assessment

If the Grantee does not comply with the NOGA, applicable federal and District laws and regulations, the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

C. E-Invoices

Grantees must submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov> . If your organization is not a registered user on the portal, the site will walk you through the steps for registering. All Grantees are required to register on the vendor portal, prior to submitting an invoice. If you have any questions, you can contact the E-Invoicing Support Desk at (202) 741 – 5200 or at dcvendorportal@dc.gov.

D. Anti-Deficiency Considerations

The Grantee must acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 , (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

V. MONITORING

DOES staff is responsible for monitoring and evaluating the program, and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, the Grantee is required to provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine the Grantee's level of compliance with federal and/or District requirements and to identify specifically whether the Grantee's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal

and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of grantee's normal course of programs and activities. Special onsite reviews may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Special reviews may result in corrective action. A special review could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

VI. COMPLIANCE

Grantee must be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. Grantee cannot be listed on any federal or local excluded parties list.

Grantees shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials created as a part of this program and funded by DOES.

In accordance with Title VI of the Civil Rights Act of 1964 , as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, disability, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, genetic information, disability, matriculation, political affiliation, source of income, status as a victim of an intrafamily offense, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

Grantee is required to collect data regarding contact with Limited English Proficient (LEP) and Non-English Proficient (NEP) customers and report this data to DOES Language Access Coordinator and program point-of-contact on a quarterly basis, using the Language Access Program Reporting System.

Grantee is required to provide interpretation services and translation of vital documents to LEP/NEP customers. All translated materials must have DOES brand and be reported to the DOES Language Access Coordinator and the program point-of-contact on a quarterly basis using the Language Access Program Monthly Reporting System.

Grantee is required to train all personnel working on the project funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. The required language access training shall be approved by the DC Office of Human Rights. Grantee is required to report dates and attendees of the training to the DOES Language Access Coordinator and program point-of-contact on a quarterly basis, using the Language Access Program Monthly Reporting System.

If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the Grantee to ensure compliance.

The Grantee shall comply with all the applicable District and Federal statutes and regulations, as may be amended from time to time, including the below list.

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion)
- Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.
- Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20
- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01
- Universal Paid Leave Act, D.C. Official Code § 32-541.01 et seq.

VII. Confidentiality of Records

DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. Grantee must demonstrate an ability to maintain the confidentiality of information. Specifically, the Grantee must agree to and abide by the following conditions.

1. Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.

2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All program staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their families. Grantee shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all project staff and volunteers who will be working on the program.

VIII. Additional Requirements

1. Indemnification Clause

The Grantee agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the “District”) from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys’ fees), resulting from, arising out of, or in any way connected to activities or work performed by the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the grant agreement.

The Grantee assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the grant agreement. The Grantee shall also repair or replace any District property that is damaged by the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Grantee where the underlying claim arises from the conduct, action, or omission of the Grantee, the Grantee’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the grant agreement.

2. Insurance

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this

contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all

ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft,

damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

5. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional or mental abuse; any actual, threatened or alleged act; errors, omission or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called “silent” coverage under a commercial general liability or professional liability policy will not be acceptable.
6. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor’s umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

- C. DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

- D. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- E. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- F. **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.
- G. **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- H. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia
And mailed to the attention of:
Demetries McArthur Saunders, Grants Specialist
Department of Employment Services
4058 Minnesota Avenue, NE, Suite 5300
Washington, DC 20019
demetries.saunders@dc.gov

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

List of Attachments

1. Application Submitted for RFA No.: DOES—OAITII-2020
2. RFA No.: DOES—OAITII-2020

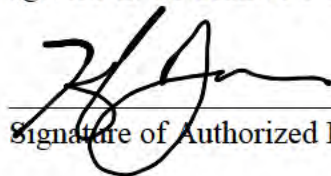
SIGNATURES

NOGA: DOES-OAITII Intermediary Initiative-2020

Grantee: On-Ramps to Careers**Federal Tax ID Number:** [REDACTED]**Grant Amount:** \$60,000.00**Authorized Representative Name:** Hillary Jones**Authorized Representative Title:** Managing Director

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the terms of this grant agreement, NOGA: DOES-OAITII Intermediary Initiative 2020, the attached scope of services or program description submitted in response to RFA No.: DOES-OAITII-2020, and that the statements and certifications included in this grant agreement are true and accurate.

On behalf of Grantee, I understand and agree to the terms and conditions of this grant agreement and RFA No.: DOES-OAITII-2020, and hereby certify my authority to execute this grant agreement on Grantee's behalf.



Signature of Authorized Representative

6/19/2020

Date

Hillary Jones

Printed Name of Authorized Representative

Managing Director

Title of Authorized Representative

To Be Completed By The District of Columbia:


Nicole Chapple
Department of Employment Services
Grant Officer

06/19/2020

Date

Department of Employment Services

*On-Ramps to Careers***DOES-OAITII-2020****FIRST MODIFICATION OF NOGA****NOGA No.: DOES-OAITII Intermediary Initiative-2020****Effective Date: August 3, 2020****Issued by: Department of Employment Services
4058 Minnesota Avenue, NE
Washington, DC 20019****Grantee: On-Ramps to Careers****Grantee Federal Tax ID Number: [REDACTED]****Description of First Modification:**

This first modification of NOGA No.: **DOES-OAITII Intermediary Initiative-2020** establishes a \$10,000.00 increase to the authorized budget of \$60,000.00, thereby increasing the authorized budget to 70,000.00. The increase funding will be used to provide an additional 2 weeks of services.

The following modifications are made to NOGA No.: **DOES-OAITII Intermediary Initiative-2020**

- Grant Award Amount:

This modification increases the grant award amount from \$60,000.00 to \$70,000.00.

Section II-C Reporting/Deliverables and Outcomes “Reporting” is modified as follows:

The required program deliverables for the target groups are described below and should be submitted in accordance with the timeline below.

Reporting Requirements	Method of Delivery	Frequency
Initial Assessment Report	Via email/hard copy	1 week after enrollment into the program
Post Assessment Report	Via email/hard copy	By Grant End Date
Time and Attendance	Via email	Weekly Tuesday
Expenditure Report	Via email	Monthly by the 10 th
Language Access Report	Via email	Quarterly
Program Reports	Via email	Week 7-8 Programming

- Section IV-B "Payment Schedule" is modified as follows:

Payment	Payment Requirement
PAYMENT #1 – Base Amount 30%:	The base payment is contingent upon successful completion of the following: <ul style="list-style-type: none"> Virtual Orientation DOES technical site visit inspection Entry Survey
PAYMENT #2 – 40%	Submission of week 1 and week 3 program reports.
PAYMENT #3 – 30%	Submission of week 6 report, exit survey and post assessment
PAYMENT #4 – \$10,000	Submission of week 7-8 program reports

All other terms of the NOGA remain in effect.

On behalf of Grantee, I understand and agree to the terms and conditions of this First Modification to NOGA No.: **DOES-OAITH Intermediary Initiative-2020** and hereby certify my authority to execute this First Modification on Grantee's behalf.



Signature of Grantee Authorized Representative

7/31/2020

Date

Hilary Jones

Printed Name of Grantee Authorized Representative

Managing Director

Title of Grantee Authorized Representative

To Be Completed by the District of Columbia



Nicole Chapple
Grant Officer
Department of Employment Services

08/3/2020

Effective Date

Department of Employment Services
On-Ramps to Careers
DOES-OAITII-2020

SECOND MODIFICATION OF NOGA

NOGA No: **DOES-OAITII Intermediary Initiative-2020**

Effective Date: October 1, 2020

End Date: September 30, 2021

Grant Award Amount: \$60,000

Issued by: Department of Employment Services
4058 Minnesota Avenue, NE
Washington, DC 20019

Grantee: On-Ramps to Careers

Federal Tax ID: XXXXXXXXXX

Description of Second Modification:

This second modification of NOGA No.: DOES-OAITII Intermediary Initiative-2020 establish an authorized budget of \$60,000.00.

The following modifications are made to NOGA: **DOES-OAITII Intermediary Initiative-2020**

- I. **Section III. Period of Performance**, is hereby deleted and replaced with the following:

The 2020 Office of Apprenticeship, Information and Training (OAIT) Intermediary Initiative will operated from October1, 2020 through September 30, 2021.

- II. **Section IV-B. Payment Schedule**, is hereby deleted and replaced with the following:

The total amount of the grant award shall not exceed the amount specified within the NOGA. There are three (3) payment categories listed below representing a specific percentage of the total grant amount.

Payment 1: (35%)

- Submission for approval of pre/post-assessment survey to program.
- Pre/Post Assessment Survey should include:
 - Name of Participants
 - Age
 - Questions based on measurable skills related to the designate program.
- Pre-Assessment should be administered to participants no later than the 1st week of the programming.
- Pre-Assessment results should be shared with program no later than the end of week 2 of programming.
- Submit pre-assessment to MBSYEP no later than the 2nd week of programming.
- Successful host registration of the 2021 MBSYEP Program Year.
- Selection of 35 MBSYEP Participants from the host portal, no later than 3 weeks before the program start date.
- Complete Background Checks and finger printing of all employees who will be in direct contact with youth under the age of 18.

Payment 2: (30%)


- Submission of week 1 through 3 program reports inclusive of the following:
 - Timesheets for participants
 - Program Summary broken down week by week and inclusive of pictures of descriptions of activities.

Payment 3: (35%)

- Exit Survey
- Submission of week 4 through 6 program reports, inclusive of the following:
 - Timesheets for participants
 - Program Summary broken down week by week
- Post Assessment should be completed by participants during the last week of the program and submitted to programming no later than the last day of the 2021 MBSYEP Program.
- Complete at least 1 social media post each week inclusive of the following:
 - Usage of the hashtag #MBSYEP
 - Picture and small description of programming

All other terms of the NOGA remain in effect.

On behalf of Grantee, I understand and agree to the terms and conditions of this Second Modification to NOGA No.: **DOES-OAITH Intermediary Initiative-2020** and hereby certify my authority to execute this Second Modification on Grantee's behalf.



 Signature of Authorized Representative

10/1/2020

 Date

Hilary Jones
Printed Name of Authorized Representative

Managing Director
Title of Authorized Representative

To Be Completed by the District of Columbia:

Nicole Chapple
Nicole Chapple
Grant Officer
Department of Employment Services

10/01/2020
Effective Date

**NOTICE OF GRANT AWARD (NOGA)****Information Page**RFA No.: DOES-PEP3-2020NOGA No.: DOES-PEP3-2020-01Grantee: Ethiopian Community CenterAward Begin Date: 07/20/2020Award End Date: 07/19/2021Grant Award Amount: \$55,000.00DOES Grant Officer Point of Contact Information:**Name:** Nicole Chapple**Email:** Nicole.Chapple@dc.gov**Phone:** 202-671-3094DOES Grant Specialist Contact Information:**Name:** Anthony Gamblin**Email:** anthony.gamblin2@dc.gov**Phone:** 202-698-5828DOES Office of Wage & Hour Program Point of Contact Information:**Name:** Aliyah Glenn**Email:** aliyah.glenn2@dc.gov**Phone:** 202-698-5861DOES Performance Monitoring Point of Contact Information:**Name:** Porscha Mills**Email:** Porscha.Mills@dc.gov**Phone:** 202-698-4125Grantee Point of Contact Information:**Name:** Hermela Kebede**Email:** Hermela@ethiopiancommunitydc.org**Phone:** 202-706-0800**Tax ID#/EIN:** [REDACTED]

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-PEP3-2020 between DOES and Ethiopian Community Center. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50 and D.C. Code §1-328.05, as amended.

I. MISSION

The mission of DOES is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, and effective working communities.

II. SCOPE

The DOES, Office of Wage-Hour (OWH) is developing a community-based public education program, involving the non-profit community. Community-based organizations will be assigned 4 wards in the District for which they will be trained and required to perform outreach (via online platforms) to District employees, and residents to raise awareness for DOES OWH and to inform the community of wage laws, employee commuter benefits, and First Source requirements. DOES OWH will require Grantees to participate in trainings and submit monthly reports detailing the number of employees and residents contacted.

A. Pre-Program Requirements

1. Prior to the start of the program, the Grantee must successfully complete:
 - a. Pre-Award Trainings
 - b. Virtual Award Orientation that will be scheduled by DOES.

B. Program Requirements

1. The Grantee must successfully complete the following during the period of performance:
 - a. Monthly Meetings, if required (in person, telephone, etc.)
 - b. Where applicable, submission of monthly, bi-weekly, or weekly reports.
 - c. Grantee must provide programming as outlined in the proposal submitted in response to RFA No.: DOES-PEP3-20. The proposal and revised virtual proposal are attached hereto and is made a part of this NOGA.
 - d. The Grantee must maintain and provide documentation related to this program for a minimum of 3 years after submission of the final payment. At any time before final payment and 3 years thereafter, DOES may have the Grantee's invoices, vouchers and statements of cost audited. Any payment may be reduced by amounts found by DOES not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that the District has made all payments to the Grantee and an overpayment is found, the Grantee shall

reimburse the District for said overpayment within 30 days, after written notification.

- e. The Grantee shall establish and maintain books, records, and documents (including electronic storage media) in accordance with Generally Accepted Accounting Principles and Practices, which sufficiently and properly reflect all revenues and expenditures of grant funds awarded by the District pursuant to this solicitation.
- f. The Grantee shall grant reasonable access to DOES, the D.C. Auditor, any applicable federal department, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records (including computer records or electronic storage media) of the Grantee that are directly pertinent to charges to the program, in order to conduct audits and examinations and to make excerpts, transcripts and photocopies. This right of access also includes timely and reasonable access to Grantees' personnel for the purpose of interviews and discussions related to such documents.

C. Reporting/Deliverables

Reporting

1. The required reports and program deliverables are described below and should be submitted to both the Program Point of Contact and the Grant Specialist (see information page) via email in accordance with the below timeline.

Reports Required	Frequency
Monthly Status Report – Grantee must complete and submit monthly status reports by or before the 5 th of the month following the period of activity.	Monthly
Monthly Expenditure Report – Grantees must complete and submit a monthly expenditure report by or before the 10 th of the month following the period of activity.	Monthly
Quarterly LEP/NEP Report – Grantee must collect and report data on encounters with Limited or Non-English proficient (LEP/NEP) individuals, and interpretation services and translation of vital documents for LEP/NEP individuals by or before the 10 th of the month following the end of the quarter of activity. If the number is zero (0) that information must still be reported.	Quarterly
Final Program Report - that includes for each workshop held: the date, a summary of the workshop's content, total number of attendees, the data collected from deliverable #7, and a summary of the primary or most common workplace concerns in the District, based on concerns or questions raised at the workshops	Within two weeks of the program ending.
Close Out Report – Grantee must provide a written close-out report (strengths & weakness of the program) no later than 30 days after the program end date.	No later than 30 days after the program end date.

Deliverables

Target	Description	Due Date
Public Education Program	<ol style="list-style-type: none"> 1. Make contact with a minimum of 1,000 District employees within the year. 2. Conduct workshops for at least 500 District employees within the year. 3. Translate vital documents into languages that meet the 3% or the 500 threshold for individuals served or likely to be served. 4. Provide Language Access Compliance training, approved by the DC Office of Human Rights, for all personnel. 5. Provide a minimum of 1,000 District employees with required notices and information regarding wage laws. 6. Host at least 10 workshops for District employees covering two or more of the following laws: 1) Accrued Sick and Safe Leave Act, 2) Wage Theft Prevention Amendment Act and 3) Workplace Fraud Amendment Act. Workshops must also be supervised or implemented by at least one person with at least two years' experience advocating for or representing workers' rights under District wage laws. 7. Track for each attendee: gender, racial or ethnic group, employment status (full-time, part-time, and unemployed), industry, and occupation. 	By the close of the grant period of performance.

2. DOES will have sole ownership and control of all deliverables. The Grantee must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

D. Changes to Scope

Any changes to the scope and/or grant funding must be approved in writing by the grant monitors as designated in this NOGA, and the Grant Officer and/or the DOES Director. The Grantee must submit written notice of any changes in programming, staffing and site location within twenty-four (24) hours of the change. Any programming, staffing or site location changes must be approved by DOES, prior to the proposed change.

III. PERIOD OF PERFORMANCE

The Public Education Program grant will operate for 12 months from the date of award.

A. Option Years

DOES reserves the sole right to exercise up to three option years beyond the original period of performance contingent upon the availability of funding and satisfactory performance from the Grantee. The funding amount for the option year will be determined by DOES and all terms and requirements of the original grant will apply unless modified by DOES. Any modification of the NOGA shall occur, prior to the expiration of the NOGA.

IV. GRANT FUNDING

DOES provided the funds for this Grant opportunity. This program was designed by the Grantee, based on the requirements provided and approved by DOES. Grantee will be subject to requirements set forth in RFA No.: DOES-PEP3-2020 and attached revised virtual proposal and budget.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES- PEP3-20, this NOGA and the attached revised virtual proposal.

A. Grant Funding Amount

The grant amount is determined by the issuing DOES office or department and current funding availability.

B. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the NOGA. DOES reserves the right to withhold payment, if the invoice amount exceeds the expenditure amount by 30%.

There are two (2) payment categories listed below each representing a specific percentage of the total grant amount.

PAYMENT #1 - Base Amount	PAYMENT #2
25%	75%

PAYMENT #1 – Base Amount: Grantees that successfully complete the mandatory pre-program training and online orientation will be eligible to submit an invoice for the Base Amount.

PAYMENT #2 – Monthly Cost Reimbursement

Grant	Payment Requirement
Public Education Program Round 3	<ol style="list-style-type: none"> 1. Submission of required reports 2. Submission of schedule of events and meetings

	3. Monthly Expenditure Report 4. Invoice
--	---

If the Grantee does not comply with the NOGA, applicable federal and District laws and regulations, the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

C. E-Invoices

Grantees must submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov> . If your organization is not a registered user on the portal, the site will walk you through the steps for registering. All Grantees are required to register on the vendor portal, prior to submitting an invoice. If you have any questions, you can contact the E-Invoicing Support Desk at (202) 741 – 5200 or at devendorportal@dc.gov.

D. Anti-Deficiency Considerations

The Grantee must acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 , (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

V. Monitoring

DOES staff is responsible for monitoring and evaluating the program and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, the Grantee is required to provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine the Grantee's level of compliance with federal and/or District requirements and to identify specifically whether the Grantee's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of Grantee's normal course of programs and activities. Monitoring may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Monitoring may result in corrective action. Monitoring could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

VI. COMPLIANCE

Grantee must be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. Grantee cannot be listed on any federal or local excluded parties list.

Grantees shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials, created as a part of this program and funded by DOES.

In accordance with Title VI of the Civil Rights Act of 1964 , as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intra-family offense, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

Grantee is required to collect data regarding contact with LEP/NEP customers and report this data to DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Reporting System.

Grantee is required to provide interpretation services and translation of vital documents to LEP/NEP customers. All translated materials must have DOES brand. The Grantee is required to report collected data on interpretation services and translation of vital documents to the DOES Language Access Coordinator on a quarterly basis using the Language Access Program Monthly Reporting System.

Grantee is required to train all personnel working on the program funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. The required language access training shall be approved by the DC Office of Human Rights. Grantee is required to report dates and attendees of the training to the DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Monthly Reporting System.

If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the Grantee to ensure compliance.

The Grantee shall comply with all the applicable District and Federal statutes and regulations, as may be amended from time to time, including the below list.

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.

- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion)
- Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.
- Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20
- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01 et seq,
- Universal Paid Leave Act, D.C. Official Code § 32-541.01 et seq.

VII. Confidentiality of Records

DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. Grantee must demonstrate an ability to maintain the confidentiality of information. Specifically, the Grantee must agree to and abide by the following conditions.

1. Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.
2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All project staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their

families. The Grantee shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all program staff and volunteers who will be working on the program.

VIII. Additional Requirements

1. Indemnification Clause

The Grantee agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from, arising out of, or in any way connected to activities or work performed by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

The Grantee assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the NOGA. The Grantee shall also repair or replace any District property that is damaged by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Grantee where the underlying claim arises from the conduct, action, or omission of the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

2. Insurance

INSURANCE

A. GENERAL REQUIREMENTS. The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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

form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

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

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

- B. PRIMARY AND NONCONTRIBUTORY INSURANCE. The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.
- C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- D. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- E. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- F. 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.
- G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- H. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And emailed to the attention of:

**Anthony Gamblin
anthony.gamblin2@dc.gov**

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

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

List of Attachments

- 1. Proposal Submitted for RFA No.: DOES-PEP3 – 2020
- 2. Revised Virtual Proposal & Budget for Online Services
- 3. RFA No.: DOES-PEP3 – 2020

SIGNATURES

NOGA: DOES-PEP3-2020-01

Grantee: Ethiopian Community Center**Federal Tax ID Number:** [REDACTED]**Grant Amount:** \$55,000**Authorized Representative Name:** Hermela Kebede**Authorized Representative Title:** Executive Director

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the terms of this NOGA, DOES-PEP3-2020-01, the attached proposal submitted in response to RFA No.: DOES-PEP3-2020, and that the statements and certifications included in this NOGA are true and accurate.

On behalf of Grantee, I understand and agree to the terms and conditions of this NOGA and RFA No.: DOES- PEP3-2020 and hereby certify my authority to execute this NOGA on Grantee's behalf.

Hermela Kebede
Signature of Authorized Representative

7/14/2020
Date

HERMELA KEBEDE
Printed Name of Authorized Representative

Executive Director
Title of Authorized Representative

To Be Completed By The District of Columbia:

Nicole Chapple
Nicole Chapple
Department of Employment Services
Chief Operating Officer/Grant Officer

07/15/2020
Date



NOTICE OF GRANT AWARD (NOGA)

Information Page

RFA No.: DOES-PEP3-2020

NOGA No.: DOES-PEP3-2020-02

Grantee: Veterans Enterprise Group

Award Begin Date: 07/01/2020

Award End Date: 07/01/2021

Grant Award Amount: \$55,000.00

DOES Grant Officer Point of Contact Information:

Name: Nicole Chapple

Email: Nicole.Chapple@dc.gov

Phone: 202-671-3094

DOES Grant Specialist Contact Information:

Name: Anthony Gamblin

Email: anthony.gamblin2@dc.gov

Phone: 202-698-5828

DOES Office of Wage & Hour Program Point of Contact Information:

Name: Aliyah Glenn

Email: aliyah.glenn2@dc.gov

Phone: 202-698-5861

DOES Performance Monitoring Point of Contact Information:

Name: Porscha Mills

Email: Porscha.Mills@dc.gov

Phone: 202-698-4125

Grantee Point of Contact Information:

Name: Joe Wynn

Email: joewynn@vetsgroup.org

Phone: 202-365-0482

Tax ID#/EIN: [REDACTED]

*Signed Copy
6/25/20
JW*

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-PEP3-2020 between DOES and Veterans Enterprise Group. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50 and D.C. Code §1-328.05, as amended.

I. MISSION

The mission of DOES is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, and effective working communities.

II. SCOPE

The DOES, Office of Wage-Hour (OWH) is developing a community-based public education program, involving the non-profit community. Community-based organizations will be assigned 4 wards in the District for which they will be trained and required to perform outreach (via online platforms) to District employees, and residents to raise awareness for DOES OWH and to inform the community of wage laws, employee commuter benefits, and First Source requirements. DOES OWH will require Grantees to participate in trainings and submit monthly reports detailing the number of employees and residents contacted.

A. Pre-Program Requirements

1. Prior to the start of the program, the Grantee must successfully complete:
 - a. Pre-Award Trainings (if applicable)
 - b. Virtual Award Orientation that will be scheduled by DOES.

B. Program Requirements

1. The Grantee must successfully complete the following during the period of performance:
 - a. Monthly Meetings, if required (in person, telephone, etc.)
 - b. Where applicable, submission of monthly, bi-weekly, or weekly reports.
 - c. Grantee must provide programming as outlined in the proposal submitted in response to RFA No.: DOES-PEP3-20. The proposal and revised virtual proposal are attached hereto and is made a part of this NOGA.
 - d. The Grantee must maintain and provide documentation related to this program for a minimum of 3 years after submission of the final payment. At any time before final payment and 3 years thereafter, DOES may have the Grantee's invoices, vouchers and statements of cost audited. Any payment may be reduced by amounts found by DOES not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that the District has made all payments to the Grantee and an overpayment is found, the Grantee shall

reimburse the District for said overpayment within 30 days, after written notification.

- e. The Grantee shall establish and maintain books, records, and documents (including electronic storage media) in accordance with Generally Accepted Accounting Principles and Practices, which sufficiently and properly reflect all revenues and expenditures of grant funds awarded by the District pursuant to this solicitation.
- f. The Grantee shall grant reasonable access to DOES, the D.C. Auditor, any applicable federal department, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records (including computer records or electronic storage media) of the Grantee that are directly pertinent to charges to the program, in order to conduct audits and examinations and to make excerpts, transcripts and photocopies. This right of access also includes timely and reasonable access to Grantees' personnel for the purpose of interviews and discussions related to such documents.

C. Reporting/Deliverables

Reporting

1. The required reports and program deliverables are described below and should be submitted to both the Program Point of Contact and the Grant Specialist (see information page) via email in accordance with the below timeline.

Reports Required	Frequency
Monthly Status Report – Grantee must complete and submit monthly status reports by or before the 5 th of the month following the period of activity.	Monthly
Monthly Expenditure Report – Grantees must complete and submit a monthly expenditure report by or before the 10 th of the month following the period of activity.	Monthly
Quarterly LEP/NEP Report – Grantee must collect and report data on encounters with Limited or Non-English proficient (LEP/NEP) individuals, and interpretation services and translation of vital documents for LEP/NEP individuals by or before the 10 th of the month following the end of the quarter of activity. If the number is zero (0) that information must still be reported.	Quarterly
Final Program Report - that includes for each workshop held: the date, a summary of the workshop's content, total number of attendees, the data collected from deliverable #7, and a summary of the primary or most common workplace concerns in the District, based on concerns or questions raised at the workshops	Within two weeks of the program ending.
Close Out Report – Grantee must provide a written close-out report (strengths & weakness of the program) no later than 30 days after the program end date.	No later than 30 days after the program end date.

Deliverables

Target	Description	Due Date
Public Education Program	<ol style="list-style-type: none"> 1. Make contact with a minimum of 1,000 District employees within the year. 2. Conduct workshops for at least 500 District employees within the year. 3. Translate vital documents into languages that meet the 3% or the 500 threshold for individuals served or likely to be served. 4. Provide Language Access Compliance training, approved by the DC Office of Human Rights, for all personnel. 5. Provide a minimum of 1,000 District employees with required notices and information regarding wage laws. 6. Host at least 10 workshops for District employees covering two or more of the following laws: 1) Accrued Sick and Safe Leave Act, 2) Wage Theft Prevention Amendment Act and 3) Workplace Fraud Amendment Act. Workshops must also be supervised or implemented by at least one person with at least two years' experience advocating for or representing workers' rights under District wage laws. 7. Track for each attendee: gender, racial or ethnic group, employment status (full-time, part-time, and unemployed), industry, and occupation. 	By the close of the grant period of performance.

2. DOES will have sole ownership and control of all deliverables. The Grantee must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

D. Changes to Scope

Any changes to the scope and/or grant funding must be approved in writing by the grant monitors as designated in this NOGA, and the Grant Officer and/or the DOES Director. The Grantee **must** submit written notice of any changes in programming, staffing and site location within twenty-four (24) hours of the change. Any programming, staffing or site location changes must be approved by DOES, prior to the proposed change.

III. PERIOD OF PERFORMANCE

The Public Education Program grant will operate for 12 months from the date of award.

A. Option Years

DOES reserves the sole right to exercise up to three option years beyond the original period of performance contingent upon the availability of funding and satisfactory performance from the Grantee. The funding amount for the option year will be determined by DOES and all terms and requirements of the original grant will apply unless modified by DOES. Any modification of the NOGA shall occur, prior to the expiration of the NOGA.

IV. GRANT FUNDING

DOES provided the funds for this Grant opportunity. This program was designed by the Grantee, based on the requirements provided and approved by DOES. Grantee will be subject to requirements set forth in RFA No.: DOES-PEP3-2020 and attached revised virtual proposal and budget.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES- PEP3-20, this NOGA and the attached revised virtual proposal.

A. Grant Funding Amount

The grant amount is determined by the issuing DOES office or department and current funding availability.

B. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the NOGA. DOES reserves the right to withhold payment, if the invoice amount exceeds the expenditure amount by 30%.

There are two (2) payment categories listed below each representing a specific percentage of the total grant amount.

PAYMENT #1 - Base Amount	PAYMENT #2
25%	75%

PAYMENT #1 – Base Amount: Grantees that successfully complete the mandatory pre-program training (if applicable) and online award orientation will be eligible to submit an invoice for the Base Amount.

PAYMENT #2 – Monthly Cost Reimbursement

Grant	Payment Requirement
Public Education Program Round 3	<ol style="list-style-type: none"> Submission of required reports Submission of schedule of events and meetings

	3. Monthly Expenditure Report 4. Invoice
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If the Grantee does not comply with the NOGA, applicable federal and District laws and regulations, the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

C. E-Invoices

Grantees must submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov> . If your organization is not a registered user on the portal, the site will walk you through the steps for registering. All Grantees are required to register on the vendor portal, prior to submitting an invoice. If you have any questions, you can contact the E-Invoicing Support Desk at (202) 741 – 5200 or at dcvendorportal@dc.gov.

D. Anti-Deficiency Considerations

The Grantee must acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 , (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

V. Monitoring

DOES staff is responsible for monitoring and evaluating the program and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, the Grantee is required to provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine the Grantee's level of compliance with federal and/or District requirements and to identify specifically whether the Grantee's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of Grantee's normal course of programs and activities. Monitoring may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Monitoring may result in corrective action. Monitoring could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

VI. COMPLIANCE

Grantee must be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. Grantee cannot be listed on any federal or local excluded parties list.

Grantees shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials, created as a part of this program and funded by DOES.

In accordance with Title VI of the Civil Rights Act of 1964 , as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intra-family offense, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

Grantee is required to collect data regarding contact with LEP/NEP customers and report this data to DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Reporting System.

Grantee is required to provide interpretation services and translation of vital documents to LEP/NEP customers. All translated materials must have DOES brand. The Grantee is required to report collected data on interpretation services and translation of vital documents to the DOES Language Access Coordinator on a quarterly basis using the Language Access Program Monthly Reporting System.

Grantee is required to train all personnel working on the program funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. The required language access training shall be approved by the DC Office of Human Rights. Grantee is required to report dates and attendees of the training to the DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Monthly Reporting System.

If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the Grantee to ensure compliance.

The Grantee shall comply with all the applicable District and Federal statutes and regulations, as may be amended from time to time, including the below list.

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.

- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion)
- Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.
- Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20
- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01 et seq.
- Universal Paid Leave Act, D.C. Official Code § 32-541.01 et seq.

VII. Confidentiality of Records

DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. Grantee must demonstrate an ability to maintain the confidentiality of information. Specifically, the Grantee must agree to and abide by the following conditions.

1. Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.
2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All project staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their


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families. The Grantee shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all program staff and volunteers who will be working on the program.

VIII. Additional Requirements

1. Indemnification Clause

The Grantee agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from, arising out of, or in any way connected to activities or work performed by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

The Grantee assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the NOGA. The Grantee shall also repair or replace any District property that is damaged by the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the Grantee where the underlying claim arises from the conduct, action, or omission of the Grantee, the Grantee's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Grantee in performance of the NOGA.

2. Insurance

INSURANCE

- A. GENERAL REQUIREMENTS. The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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

form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

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

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

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

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

- B. PRIMARY AND NONCONTRIBUTORY INSURANCE. The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.
- C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- D. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- E. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- F. 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.
- G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- H. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And emailed to the attention of:

Anthony Gamblin
anthony.gamblin2@dc.gov

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

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

List of Attachments

- 1. Proposal Submitted for RFA No.: DOES-PEP3 – 2020
- 2. Revised Virtual Proposal & Budget for Online Services
- 3. RFA No.: DOES-PEP3 – 2020


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SIGNATURES

NOGA: DOES-PEP3-2020-01

Grantee: Veterans Enterprise Group

Federal Tax ID Number: [REDACTED]

Grant Amount: \$55,000

Authorized Representative Name: Joe Wynn

Authorized Representative Title: President

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the terms of this NOGA, DOES-PEP3-2020-01, the attached proposal submitted in response to RFA No.: DOES-PEP3-2020, and that the statements and certifications included in this NOGA are true and accurate.

On behalf of Grantee, I understand and agree to the terms and conditions of this NOGA and RFA No.: DOES- PEP3-2020 and hereby certify my authority to execute this NOGA on Grantee's behalf.

J. Wynn, II
Signature of Authorized Representative

6/25/20
Date

JOE Wynn, II
Printed Name of Authorized Representative

President
Title of Authorized Representative

To Be Completed By The District of Columbia:

Nicole Chapple
Nicole Chapple
Department of Employment Services
Chief Operating Officer/Grant Officer

07/01/2020
Date

**NOTICE OF GRANT AWARD (NOGA)**

Information Page

RFA No.: DOES-TW-2020NOGA No.: DOES-TW-2020-01

Grantee: Time For Change
Award Begin Date: October 19, 2020
Award End Date: September 20, 2021
Grant Award Amount: \$80,000

DOES Grant Officer Point of Contact Information:

Name: Nicole Chapple
Email: Nicole.chapple@dc.gov

Phone: 202-671-1900DOES Grant Specialist Contact Information:

Name: LaShaun Basil
Email: lashaun.basil@dc.gov

Phone: 202-671-4128DOES Performance Monitoring Point of Contact Information:

Name: Porscha Mills
Email: porscha.mills@dc.gov

Phone: 202-698-4125DOES Program Office Point of Contact Information:

Name: Regina Robinson
Email: Regina.Robinson3@dc.gov

Phone: 202-698-5778Grantee Point of Contact Information:

Name: Tonya Ridley
Email: tridley@timeforchange-tlc.com
tfc.com

Phone: (202) 765-1265**Tax ID#/EIN:** [REDACTED]

Innovation and Opportunity Act (WIOA) and the DC WIOA State Plan, as referenced in each respective grant description.

A. Pre-Program Requirements

1. Prior to the start of the program, GRANTEE must successfully complete:
 - a. DOES technical site visit;
 - b. DOES Virtual Orientation;
 - c. All DOES mandatory meetings

B. Program Requirements

GRANTEE must successfully complete the following during the period of performance:

- Secure all insurance requirements within seven days of the grant execution or the grant may be terminated for non-compliance with ORM insurance requirements.
- One week after the beginning of enrollment into the program, the GRANTEE shall provide a written initial assessment documenting each participant's ability to engage in activities leading up to employment, such as the ability to communicate and perform work activities via assistive technology or other special accommodations.
- Development of Individual Employment Plan (IEP) for each enrolled participant.
 - IEP should be updated on a quarterly basis
- Conduct a minimum of 30 hours of job readiness workshops, which should include:
 - Resume preparation
 - Soft skills training
 - Career exploration
 - Mock Interviews
- Job search activities, which include the following:
 - Online application completion (at least three)
 - Job fair attendance
 - Interview scheduling
- The GRANTEE shall facilitate the scheduling, registering and taking of all applicable pre-hiring activities required to connect the participant to employment opportunities.
- The GRANTEE shall provide a detailed spreadsheet documenting all participants

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No. DOES-TW-2020-01 between DOES and Time For Change. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50, and D.C. Code § 1-328.05, as amended.

I. BACKGROUND

DOES prepares District residents for the workforce and connects them to employment opportunities. DOES is dedicated to educating participants about workforce readiness, high-growth industry, career exploration, and academic enrichment through experiential, hands-on programs. DOES is committed to delivering services to District residents who are underemployed or unemployed as well as work readiness training to prepare them for the expectations of the workplace.

DOES seeks to foster economic development and growth in the District of Columbia by providing workforce development services, bringing together employers and job seekers, compensating eligible unemployed and injured workers, and promoting safe and healthy workplaces.

Twenty-five years ago, Congress enacted the landmark Americans with Disabilities Act (ADA) which prohibited discrimination on the basis of disability in employment and other aspects of community life. Since then, public policy at all levels has demonstrated growing support for the employment of people with disabilities, as part of a broad societal shift toward promoting these Americans' independence and full participation in mainstream society.

Today, the employment of people with disabilities is seen as a practical boon for businesses, government budgets and citizens. Employing people with disabilities has been shown to benefit businesses, for example, as a result of lower turnover, increased productivity and access to a broader pool of skilled workers. In addition, increasing job opportunities for people with disabilities "saves the federal and state government money by reducing dependency on cash and medical and disability benefits," according to a 2013 Employer Assistance and Resource Network report. For people with disabilities, employment means greater economic self-sufficiency, an opportunity to use their skills, and more active participation in community life.

II. SCOPE

Department of Employment Services (DOES) connects District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. In furtherance of its mission, DOES is seeking grant applications for high quality, structured, and innovative workforce development programs to provide job placement services for 25 adult DC residents with intellectual disabilities. The American Association on Intellectual and Developmental Disabilities defines an intellectual disability as a disability characterized by significant limitations both in **intellectual functioning** (reasoning, learning, problem solving) and in **adaptive behavior**, which covers a range of everyday social and practical skills. Responsive applications connect to and leverage existing initiatives and the framework of the Workforce

engaged in pre hiring activities.

- The GRANTEE shall provide monthly progress reports documenting the progress and attendance of all participants enrolled in the program.
- At the end of the program, the GRANTEE shall provide a program completion spreadsheet that documents all participants who have satisfied all requirements for the program.
- The GRANTEE shall collect and report statistical information as requested by DOES, including individual-level data on enrollment, participant demographics, specific services provided, and participation in workshops and other program specific related activities and outcomes.
- GRANTEES will be required to participate in ongoing monitoring and evaluation activities led by DOES designated evaluator. These may include technical/virtual site visits, surveys, interviews, focus groups, administrative records review, and other data collection and evaluation strategies.
- Collect data regarding contact with Limited English Proficient (LEP) and Non-English Proficient (NEP) participants and report this data to DOES Language Access Coordinator on a quarterly basis.
- Provide interpretation services and translation of vital documents to LEP/NEP customers. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- Incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials funded by DOES.
- Attend and comply with all DOES meetings, onboarding trainings, requests, etc.

C. Reporting/Deliverables

1. The required program reports and deliverables are described below and shall be submitted to Program Point of Contact and Grant Specialist identified on the Information Page via email in accordance with the below timeline.

Deliverables

In addition to the milestones and outcomes, the GRANTEE must provide the following deliverables:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Work Plan	1	Via Email	Due two weeks after award
Item 2	Individual Employment Plans	Per Participant	Via email	At the time of enrollment
Item 3	Updated Individual Employment Plans	Per Participant	Via email	Quarterly
Item 4	Sign in Sheets for the job readiness workshop(s) – 30 hours of instruction	1	Via email	Monthly
Item 5	Certificate of Completion for Job Readiness Workshops	Per Participant	Via email	As Achieved
Item 6	Documentation of the Job Search Activities (online application, job fair attendance, scheduled interview)	Per Participant	Via email	Monthly
Item 7	Employment Verification Documentation <ul style="list-style-type: none"> • Official hire letter bearing the employer's letterhead • Employer verification form signed by the employer's personnel office • Recent paystub 	Per participant	Via email	Upon Hire

Reports

In addition to the milestones and outcomes, the GRANTEE must provide the following reports:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Monthly Reports and Case Notes	1	Via email	Monthly by the 10th of the subsequent month
Item 2	Monthly Status Report (OGARA)	1	Via email	Monthly by the 10th of the subsequent month

Item 3	Monthly Expenditure Report (OGARA)	1	Via email	Monthly by the 10th of the subsequent month
Item 4	Close out Report	1	Via email	30 days after grant end date
Item 5	LEP/NEP Report	1	Via email	Quarterly

All program reports and deliverables must be submitted per the schedule provided above and final program deliverables must be submitted to DOES no later than the end of the grant.

DOES will have sole ownership and control of all deliverables. The GRANTEE must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

DOES will have sole ownership and control of all created materials created, information gathered deliverables. The GRANTEE must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

D. Changes to Scope

Any changes to the scope and/or grant funding must be approved in writing by the Grant Specialist designated in this NOGA, and the Grant Officer and/or the DOES Director. The GRANTEE shall submit written notice of any changes in programming, staffing and site location within twenty-four (24) hours of the change. Any programming, staffing or site location changes must be approved by DOES, prior to the proposed change.

PERIOD OF PERFORMANCE

A. The "2020 Think Workforce" program will operate for one year from the date of award.

B. Option Years

DOES reserves the sole right to exercise four option years beyond the original period of performance, contingent upon the availability of funding and satisfactory performance from the GRANTEE. The funding amount for the option year will be determined by DOES and all terms and requirements of the original grant will apply unless modified by DOES. Any modifications to the NOGA shall occur, prior to the termination or expiration of the NOGA.

II. GRANT FUNDING

Funds for this Grant are provided by DOES. This program was designed by the GRANTEE, based on the requirements provided and approved by DOES. GRANTEE will be subject to requirements set forth in RFA No.: DOES-TW-2020 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-TW-2020, this NOGA and the attached proposal.

A. Grant Funding Amount

The GRANTEE is awarded \$80,000.

B. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the NOGA. There are four (4) payment categories listed below each representing a specific percentage of the total grant amount:

Payment 1: Base Payment: (25%)

The base payment is contingent on successful completion of the following:

- Virtual Orientation and Pre- Program Training
- Virtual Technical Site Visit
- Work Plan

Payment 2: (25%)

This payment will be issued out on a per participant basis. In order to receive payment GRANTEE must submit the following:

- Completed Individual Employment Plan
- Certificate of completion of Job Readiness workshops

The per-participant cost for this payment is \$2,000.00

Payment 3: (25%)

This payment will be issued out on a per participant basis. In order to receive payment GRANTEE must submit the following for each participant:

- Three (3) online application completion confirmations,
- Scheduled job interviews, and
- Job fair attendance

The per-participant cost for this payment is \$2,000.00

Payment 4: (25%)

This payment will be issued out on a per participant basis. In order to receive payment GRANTEE must submit the following:

- Proof of job placement (at least one of the following must be provided)
 - Official hire letter bearing the employer's letterhead (participant's name, job title, wage and hire date)
 - Employer verification form signed by the employer's personnel office
 - Recent paystub

The per-participant cost for this payment is \$2,000.00

The GRANTEE must provide a monthly expenditure reports with receipts to show all expenses that were paid out in relation to this grant. The grant monitor will review and approve all reports.

If the GRANTEE does not comply with the NOGA, applicable federal and District laws and regulations, then the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

GRANTEE shall submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov>. If your organization is not a registered user on the portal, the site will walk you through the steps for registering. GRANTEES are required to register on the vendor portal, prior to submitting an invoice. If you have any questions, you can contact the E-Invoicing Support Desk at (202) 741 - 5200 or at dcvendorportal@dc.gov.

C. Anti-Deficiency Considerations

The GRANTEE shall acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

V. MONITORING

DOES staff is responsible for monitoring and evaluating the program and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, GRANTEE shall provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine GRANTEE's level of compliance with federal and/or District requirements and to identify specifically whether GRANTEE's operational, financial, and management systems and practices are adequate to account for grant funds in accordance with federal and/or District

requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of GRANTEE's normal course of programs and activities. Monitoring may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Monitoring may result in corrective action. Monitoring could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

VI. COMPLIANCE

GRANTEE shall be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. GRANTEE cannot be listed on any federal or local excluded parties list.

GRANTEES shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials, created as a part of this program and funded by DOES.

In accordance with Title VI of the Civil Rights Act of 1964, as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

GRANTEE shall train all personnel working on the program funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. The required language access training shall be approved by the DC Office of Human Rights. GRANTEE is required to report dates and attendees of the training to the DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Monthly Reporting System.

If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the GRANTEE to ensure compliance.

The GRANTEE shall comply with all the applicable District and Federal statutes and regulations, as may be amended from time to time, including the below list.

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.
- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.

- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion)
- Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.
- Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20
- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01
- Universal Paid Leave Act, D.C. Official Code § 32-541.01 et seq.

A. Confidentiality of Records

DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. GRANTEE must demonstrate an ability to maintain the confidentiality of information. Specifically, the GRANTEE must agree to and abide by the following conditions.

1. Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.
2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All program staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their families. GRANTEE shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all program staff and volunteers who will be working on the program.

B. Additional Requirements**1. Indemnification Clause**

The GRANTEE agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from, arising out of, or in any way connected to activities or work performed by the GRANTEE, the GRANTEE's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the GRANTEE in performance of the NOGA.

The GRANTEE assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the NOGA. The GRANTEE shall also repair or replace any District property that is damaged by the GRANTEE, the GRANTEE's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the GRANTEE while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the GRANTEE where the underlying claim arises from the conduct, action, or omission of the GRANTEE, the GRANTEE's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the GRANTEE in performance of the NOGA.

2. Insurance

- A. GENERAL REQUIREMENTS. The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under this contract, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance to prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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

mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

3. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
4. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

- C. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- D. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. However, the required minimum insurance requirements provided above will not in any way limit the contractor's liability under this contract.
- E. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- F. **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.
- G. **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- H. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And emailed to the attention of:

**LaShaun Basil
Grant Specialist
Lashaun.basil@dc.gov**

The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such

initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

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

3. Suspension

- a. DOES may suspend all or part of the grant agreement and withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds if DOES has reason to believe that fraud, abuse, or violation of the law has occurred on behalf of the GRANTEE, or a sub-grantee in the performance of the grant.
- b. DOES may suspend all or part of the grant agreement in the event DOES determines the GRANTEE has failed to comply with any material terms of the grant agreement, whether stated in statute, regulation, application, or elsewhere.
- c. Before a termination or suspension is determined the GRANTEE will be issued a cure notice. The cure notice will outline the issues and site the corresponding reference in the NOGA. Once the Cure Notice is issued the GRANTEE will have ten business days to respond or correct the issues sited in the notice. If the GRANTEE fails to comply with the term outlined in the cure notice the termination or suspension will move forward.

4. Termination

- a. The District may, subject to the provisions of paragraph (c) below, by written notice of default to the GRANTEE, terminate the whole or any part of this grant in any one of the following circumstances:
 - i. If the GRANTEE fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof, or



- ii. If the GRANTEE fails to perform any of the other provisions of this grant, or so fails to make progress as to endanger performance of this grant in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Grants Officer may authorize in writing) after receipt of notice from the Grants Officer specifying such failure.
- b. In the event the District terminates this grant in whole or in part as provided in paragraph (a) of this clause, the District may procure, upon such terms and in such manner as the Grants Officer may deem appropriate, supplies or service similar to those so terminated, and the GRANTEE shall be liable to the District for any excess costs for similar supplies or services; provided, that the GRANTEE shall continue the performance of this grant to the extent not terminated under the provisions of this clause.
- c. Except with respect to defaults of sub-grantees, the GRANTEE shall not be liable for any excess costs if the failure to perform the grant arises out of causes beyond the control and without

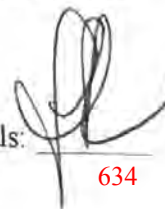
5. Termination for the Convenience of the District

The District may terminate performance of work under this grant in whole or, from time to time, in part if the Grants Officer determines that a termination is in the District's interest. The Grants Officer shall terminate by delivering to the GRANTEE a Notice of Termination specifying the extent of termination and effective date.

Upon receipt of a Notice of Termination, and except as directed by the Grants Officer, the GRANTEE shall immediately proceed as follows:

1. Stop work as specified in the notice.
2. Place no further sub-grants, personnel services; or facilities, except as necessary to complete the continued portion of the grant.
3. Terminate all specified obligations related to the grant; and/or
4. Complete performance of any grant work not terminated by the notice.

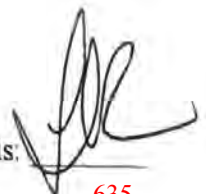
If the termination is partial, the GRANTEE may file a proposal with the Grants Officer for an equitable adjustment of the price(s) of the continued portion of the grant. The Grants Officer shall make any equitable adjustment agreed upon. Any proposal by the GRANTEE for an equitable adjustment under this clause shall be requested within



ninety (90) days from the effective date of termination unless extended in writing by the Grants Officer.

List of Attachments:

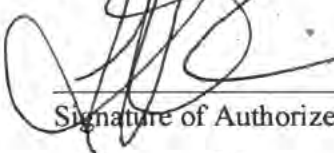
- a. Proposal Submitted for RFA No.: DOES-TW-2020
- b. RFA No.: DOES-TW-2020

A handwritten signature in black ink, consisting of stylized, overlapping loops and a long horizontal stroke at the end.

SIGNATURES**NOGA:** DOES-TW-2020-01**Grantee: Time For Change****Federal Tax ID Number:** [REDACTED]**Grant Amount:** \$80,000.00**Authorized Representative Name:** Tonya Ridley**Authorized Representative Title:** CEO

As the duly authorized representative of the GRANTEE, I hereby certify that the GRANTEE will comply with the terms of NOGA: DOES-TW-2020-01 the attached proposal submitted in response to RFA No.: DOES-TW-2020 and that the statements and certifications included in this NOGA are true and accurate.

On behalf of GRANTEE, I understand and agree to the terms and conditions of this NOGA and RFA No.: DOES-TW-2020 and hereby certify my authority to execute this NOGA on GRANTEE's behalf.



Signature of Authorized Representative

10/22/20

Date

Tonya Ridley

Printed Name of Authorized Representative

CEO

Title of Authorized Representative

To Be Completed By The District of Columbia:

Nicole Chapple

10/28/2020

Nicole Chapple
Department of Employment Services
Grant Officer

Date

Department of Employment Services

NOGA No.: DOES-TW-2020

**NOTICE OF GRANT AWARD (NOGA)****Information Page**RFA No.: DOES-TW-2020NOGA No.: DOES-TW-2020-02

Grantee: Innovative Day
Award Begin Date: October 19, 2020
Award End Date: September 20, 2021
Grant Award Amount: \$120,000

DOES Grant Officer Point of Contact Information:

Name: Nicole Chapple
Email: Nicole.chapple@dc.gov

Phone: 202-671-1900DOES Grant Specialist Contact Information:

Name: LaShaun Basil
Email: lashaun.basil@dc.gov

Phone: 202-671-4128DOES Performance Monitoring Point of Contact Information:

Name: Porscha Mills
Email: porscha.mills@dc.gov

Phone: 202-698-4125DOES Program Office Point of Contact Information:

Name: Regina Robinson
Email: Regina. Robinson3@dc.gov

Phone: 202-698-5778Grantee Point of Contact Information:

Name: Shina via McKinney.
Email: smckinney@innovativeday.org

Phone: (301)641-9473**Tax ID#/EIN:** [REDACTED]

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-TW-2020-02 between DOES and Innovative Day. This NOGA is issued in accordance with the District of Columbia Municipal Regulations (DCMR) Chapter 50, and D.C. Code § 1-328.05, as amended.

I. BACKGROUND

DOES prepares District residents for the workforce and connects them to employment opportunities. DOES is dedicated to educating participants about workforce readiness, high-growth industry, career exploration, and academic enrichment through experiential, hands-on programs. DOES is committed to delivering services to District residents who are underemployed or unemployed as well as work readiness training to prepare them for the expectations of the workplace.

DOES seeks to foster economic development and growth in the District of Columbia by providing workforce development services, bringing together employers and job seekers, compensating eligible unemployed and injured workers, and promoting safe and healthy workplaces.

Twenty-five years ago, Congress enacted the landmark Americans with Disabilities Act (ADA) which prohibited discrimination on the basis of disability in employment and other aspects of community life. Since then, public policy at all levels has demonstrated growing support for the employment of people with disabilities, as part of a broad societal shift toward promoting these Americans' independence and full participation in mainstream society.

Today, the employment of people with disabilities is seen as a practical boon for businesses, government budgets and citizens. Employing people with disabilities has been shown to benefit businesses, for example, as a result of lower turnover, increased productivity and access to a broader pool of skilled workers. In addition, increasing job opportunities for people with disabilities "saves the federal and state government money by reducing dependency on cash and medical and disability benefits," according to a 2013 Employer Assistance and Resource Network report. For people with disabilities, employment means greater economic self-sufficiency, an opportunity to use their skills, and more active participation in community life.

II. SCOPE

Department of Employment Services (DOES) connects District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. In furtherance of its mission, DOES is seeking grant applications for high quality, structured, and innovative workforce development programs to provide job placement services for 25 adult DC residents with intellectual disabilities. The American Association on Intellectual and Developmental Disabilities defines an intellectual disability as a disability characterized by significant limitations both in **intellectual functioning** (reasoning, learning, problem solving) and in **adaptive behavior**, which covers a range of everyday social and practical skills. Responsive applications connect to and leverage existing initiatives and the framework of the Workforce

Innovation and Opportunity Act (WIOA) and the DC WIOA State Plan, as referenced in each respective grant description.

A. Pre-Program Requirements

1. Prior to the start of the program, GRANTEE must successfully complete:
 - a. DOES technical site visit;
 - b. DOES Virtual Orientation;
 - c. All DOES mandatory meetings

B. Program Requirements

GRANTEE must successfully complete the following during the period of performance:

- Secure all insurance requirements within seven days of the grant execution or the grant may be terminated for non-compliance with ORM insurance requirements.
- One week after the beginning of enrollment into the program, the GRANTEE shall provide a written initial assessment documenting each participant's ability to engage in activities leading up to employment, such as the ability to communicate and perform work activities via assistive technology or other special accommodations.
- Development of Individual Employment Plan (IEP) for each enrolled participant.
 - IEP should be updated on a quarterly basis
- Conduct a minimum of 30 hours of job readiness workshops, which should include:
 - Resume preparation
 - Soft skills training
 - Career exploration
 - Mock Interviews
- Job search activities, which include the following:
 - Online application completion (at least three)
 - Job fair attendance
 - Interview scheduling
- The GRANTEE shall facilitate the scheduling, registering and taking of all applicable pre-hiring activities required to connect the participant to employment opportunities.
- The GRANTEE shall provide a detailed spreadsheet documenting all participants

engaged in pre hiring activities.

- The GRANTEE shall provide monthly progress reports documenting the progress and attendance of all participants enrolled in the program.
- At the end of the program, the GRANTEE shall provide a program completion spreadsheet that documents all participants who have satisfied all requirements for the program.
- The GRANTEE shall collect and report statistical information as requested by DOES, including individual-level data on enrollment, participant demographics, specific services provided, and participation in workshops and other program specific related activities and outcomes.
- GRANTEES will be required to participate in ongoing monitoring and evaluation activities led by DOES designated evaluator. These may include technical/virtual site visits, surveys, interviews, focus groups, administrative records review, and other data collection and evaluation strategies.
- Collect data regarding contact with Limited English Proficient (LEP) and Non-English Proficient (NEP) participants and report this data to DOES Language Access Coordinator on a quarterly basis.
- Provide interpretation services and translation of vital documents to LEP/NEP customers. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- Incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials funded by DOES.
- Attend and comply with all DOES meetings, onboarding trainings, requests, etc.

C. Reporting/Deliverables

1. The required program reports and deliverables are described below and shall be submitted to Program Point of Contact and Grant Specialist identified on the Information Page via email in accordance with the below timeline.

Deliverables

In addition to the milestones and outcomes, the GRANTEE must provide the following deliverables:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Work Plan	1	Via Email	Due two weeks after award
Item 2	Individual Employment Plans	Per Participant	Via email	At the time of enrollment
Item 3	Updated Individual Employment Plans	Per Participant	Via email	Quarterly
Item 4	Sign in Sheets for the job readiness workshop(s) – 30 hours of instruction	1	Via email	Monthly
Item 5	Certificate of Completion for Job Readiness Workshops	Per Participant	Via email	As Achieved
Item 6	Documentation of the Job Search Activities (online application, job fair attendance, scheduled interview)	Per Participant	Via email	Monthly
Item 7	Employment Verification Documentation <ul style="list-style-type: none"> • Official hire letter bearing the employer's letterhead • Employer verification form signed by the employer's personnel office • Recent paystub 	Per participant	Via email	Upon Hire

Reports

In addition to the milestones and outcomes, the GRANTEE must provide the following reports:

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Monthly Reports and Case Notes	1	Via email	Monthly by the 10th of the subsequent month
Item 2	Monthly Status Report (OGARA)	1	Via email	Monthly by the 10th of the subsequent month

Item 3	Monthly Expenditure Report (OGARA)	1	Via email	Monthly by the 10th of the subsequent month
Item 4	Close out Report	1	Via email	30 days after grant end date
Item 5	LEP/NEP Report	1	Via email	Quarterly

All program reports and deliverables must be submitted per the schedule provided above and final program deliverables must be submitted to DOES no later than the end of the grant.

DOES will have sole ownership and control of all deliverables. The GRANTEE must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

DOES will have sole ownership and control of all created materials created, information gathered deliverables. The GRANTEE must receive written permission from DOES to use or distribute any product from this program, prior to the proposed use or distribution.

D. Changes to Scope

Any changes to the scope and/or grant funding must be approved in writing by the Grant Specialist designated in this NOGA, and the Grant Officer and/or the DOES Director. The GRANTEE shall submit written notice of any changes in programming, staffing and site location within twenty-four (24) hours of the change. Any programming, staffing or site location changes must be approved by DOES, prior to the proposed change.

PERIOD OF PERFORMANCE

A. The “2020 Think Workforce” program will operate for one year from the date of award.

B. Option Years

DOES reserves the sole right to exercise four option years beyond the original period of performance, contingent upon the availability of funding and satisfactory performance from the GRANTEE. The funding amount for the option year will be determined by DOES and all terms and requirements of the original grant will apply unless modified by DOES. Any modifications to the NOGA shall occur, prior to the termination or expiration of the NOGA.

II. GRANT FUNDING

Funds for this Grant are provided by DOES. This program was designed by the GRANTEE, based on the requirements provided and approved by DOES. GRANTEE will be subject to requirements set forth in RFA No.: DOES-TW-2020 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-TW-2020, this NOGA and the attached proposal.

A. Grant Funding Amount

The GRANTEE is awarded \$120,000.

B. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the NOGA. There are four (4) payment categories listed below each representing a specific percentage of the total grant amount:

Payment 1: Base Payment: (25%)

The base payment is contingent on successful completion of the following:

- Virtual Orientation and Pre- Program Training
- Virtual Technical Site Visit
- Work Plan

Payment 2: (25%)

This payment will be issued out on a per participant basis. In order to receive payment GRANTEE must submit the following:

- Completed Individual Employment Plan
- Certificate of completion of Job Readiness workshops

The per-participant cost for this payment is \$2,000.00

Payment 3: (25%)

This payment will be issued out on a per participant basis. In order to receive payment GRANTEE must submit the following for each participant:

- Three (3) online application completion confirmations,
- Scheduled job interviews, and
- Job fair attendance

The per-participant cost for this payment is \$2,000.00

Payment 4: (25%)

This payment will be issued out on a per participant basis. In order to receive payment GRANTEE must submit the following:

- Proof of job placement (at least one of the following must be provided)
 - Official hire letter bearing the employer's letterhead (participant's name, job title, wage and hire date)
 - Employer verification form signed by the employer's personnel office
 - Recent paystub

The per-participant cost for this payment is \$2,000.00

The GRANTEE must provide a monthly expenditure reports with receipts to show all expenses that were paid out in relation to this grant. The grant monitor will review and approve all reports.

If the GRANTEE does not comply with the NOGA, applicable federal and District laws and regulations, then the NOGA may be terminated or the award amount reduced for under performance or non-performance at the discretion of the Grant Monitor and/or Grants Officer.

GRANTEE shall submit invoices electronically through the DC Vendor Portal - <https://vendorportal.dc.gov>. If your organization is not a registered user on the portal, the site will walk you through the steps for registering. GRANTEES are required to register on the vendor portal, prior to submitting an invoice. If you have any questions, you can contact the E-Invoicing Support Desk at (202) 741 – 5200 or at dcvendorportal@dc.gov.

C. Anti-Deficiency Considerations

The GRANTEE shall acknowledge and agree that the commitment to fulfill financial obligations of any kind pursuant to any and all provisions of a grant award, or any subsequent award shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

V. MONITORING

DOES staff is responsible for monitoring and evaluating the program and may also make periodic scheduled and unscheduled visits to worksite locations. During site visits, GRANTEE shall provide access to facilities, records, participants and staff, as deemed necessary by DOES for monitoring purposes. DOES monitoring may involve observation, interviews, and collection and review of reports, documents and data to determine GRANTEE's level of compliance with federal and/or District requirements and to identify specifically whether GRANTEE's operational, financial, and management systems and

practices are adequate to account for grant funds in accordance with federal and/or District requirements. DOES will make all reasonable efforts to ensure that monitoring activities are not unduly disruptive of GRANTEE's normal course of programs and activities. Monitoring may be conducted to investigate allegations of mismanagement or to clarify unusual findings. Monitoring may result in corrective action. Monitoring could lead to the implementation of an investigation of known or suspected incidents of fraud, program abuse, or criminal conduct.

VI. COMPLIANCE

GRANTEE shall be current on payment of all federal and District taxes, including Unemployment Insurance and Paid Family Leave taxes and Workers' Compensation premiums. GRANTEE cannot be listed on any federal or local excluded parties list.

GRANTEES shall incorporate the provided DOES logos, taglines, identifiers and/or other branding on all products, programs, activities, services, resources and related property and materials, created as a part of this program and funded by DOES.

In accordance with Title VI of the Civil Rights Act of 1964, as amended, and the District of Columbia Human Rights Act of 1977, no person shall, on the grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim of an intrafamily offense, place of residence or business, and status as a victim or family member of a victim of domestic violence, a sexual offense, or stalking, be denied the benefits of or be subjected to discrimination under any program activity receiving government funds.

GRANTEE shall train all personnel working on the program funded by this grant on the compliance requirements outlined in the District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq. The required language access training shall be approved by the DC Office of Human Rights. GRANTEE is required to report dates and attendees of the training to the DOES Language Access Coordinator on a quarterly basis, using the Language Access Program Monthly Reporting System.

If there are any conflicts between the terms and conditions of the RFA and/or NOGA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the GRANTEE to ensure compliance.

The GRANTEE shall comply with all the applicable District and Federal statutes and regulations, as may be amended from time to time, including the below list.

- The Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.
- Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.
- The Hatch Act, 5 U.S.C. § 7321 et seq.
- The Fair Labor Standards Act, 29 U.S.C. § 201 et seq.

- The Clean Air Act (Subgrants over \$100,000) 42 USC § 7401 et seq.
- The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.
- The Hobbs Act (Anti-Corruption), 18 U.S.C. § 1951
- Equal Pay Act of 1963, 29 U.S.C. § 206(d)
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1001 et seq.
- Immigration Reform and Control Act of 1986, 8 U.S.C. § 1101 et seq.
- Executive Order 12459 (Debarment, Suspension and Exclusion)
- Medical Leave Act of 1993, 5 U.S.C. § 6381 et seq.
- Lobbying Disclosure Act of 1995, 2 U.S.C. § 1601 et seq.
- Drug Free Workplace Act of 1988, 41 U.S.C. § 8102 et seq.)
- Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR § 34.20
- District of Columbia Human Rights Act of 1977, D.C. Official Code § 2-1401.01 et seq.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
- District of Columbia Language Access Act of 2004, D.C. Official Code § 2-1931 et seq.
- Living Wage Act of 2006, D.C. Official Code § 2-220.01 et seq.
- Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011, D.C. Official Code § 2-219.01
- Universal Paid Leave Act, D.C. Official Code § 32-541.01 et seq.

A. Confidentiality of Records

DOES records and any information gathered there from are strictly confidential and shall not be divulged to unauthorized persons. GRANTEE must demonstrate an ability to maintain the confidentiality of information. Specifically, the GRANTEE must agree to and abide by the following conditions.

1. Participant records shall be kept confidential and shall not be open to public inspection, nor shall their contents or existence be disclosed to the public. Participant records may not be divulged to unauthorized persons.
2. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
3. Whoever willfully discloses, receives, makes use of, or knowingly permits the use of information concerning a child or other person shall be guilty of a misdemeanor and upon conviction shall be fined not more than \$250.00 or imprisoned for not more than 90 days, or both. (D.C. Official Code § 16-2263).
4. All program staff and volunteers shall sign a confidentiality statement and a nondisclosure agreement, prior to engaging in work with participants and their families. GRANTEE shall submit the signed confidentiality statements and nondisclosure agreements, prior to engaging in work, for all program staff and volunteers who will be working on the program.

B. Additional Requirements

1. Indemnification Clause

The GRANTEE agrees to defend, indemnify and hold harmless the District, its current and former officers, agents, and employees, agencies, and departments (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from, arising out of, or in any way connected to activities or work performed by the GRANTEE, the GRANTEE's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the GRANTEE in performance of the NOGA.

The GRANTEE assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of the NOGA. The GRANTEE shall also repair or replace any District property that is damaged by the GRANTEE, the GRANTEE's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the GRANTEE while performing work hereunder. The duty to indemnify covers any claim against the District for its alleged failure to monitor or supervise the GRANTEE where the underlying claim arises from the conduct, action, or omission of the GRANTEE, the GRANTEE's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the GRANTEE in performance of the NOGA.

2. Insurance

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under this contract, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the CA, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance to prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without requesting from ORM specific insurance requirements for the

subcontractor, such subcontractor shall have the same insurance requirements as the Contractor.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

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

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

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

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

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

3. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
4. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance

or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

D. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. However, the required minimum insurance requirements provided above will not in any way limit the contractor's liability under this contract.

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

F. 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.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

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

The Government of the District of Columbia

And emailed to the attention of:

**LaShaun Basil
Grant Specialist
Lashaun.basil@dc.gov**

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

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

3. Suspension

- a. DOES may suspend all or part of the grant agreement and withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds if DOES has reason to believe that fraud, abuse, or violation of the law has occurred on behalf of the GRANTEE, or a sub-grantee in the performance of the grant.
- b. DOES may suspend all or part of the grant agreement in the event DOES determines the GRANTEE has failed to comply with any material terms of the grant agreement, whether stated in statute, regulation, application, or elsewhere.
- c. Before a termination or suspension is determined the GRANTEE will be issued a cure notice. The cure notice will outline the issues and cite the corresponding reference in the NOGA. Once the Cure Notice is issued the GRANTEE will have ten business days to respond or correct the issues cited in the notice. If the GRANTEE fails to comply with the term outlined in the cure notice the termination or suspension will move forward.

4. Termination

- a. The District may, subject to the provisions of paragraph (c) below, by written notice of default to the GRANTEE, terminate the whole or any part of this grant in any one of the following circumstances:

- i. If the GRANTEE fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
 - ii. If the GRANTEE fails to perform any of the other provisions of this grant, or so fails to make progress as to endanger performance of this grant in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Grants Officer may authorize in writing) after receipt of notice from the Grants Officer specifying such failure.
- b. In the event the District terminates this grant in whole or in part as provided in paragraph (a) of this clause, the District may procure, upon such terms and in such manner as the Grants Officer may deem appropriate, supplies or service similar to those so terminated, and the GRANTEE shall be liable to the District for any excess costs for similar supplies or services; provided, that the GRANTEE shall continue the performance of this grant to the extent not terminated under the provisions of this clause.
- c. Except with respect to defaults of sub-grantees, the GRANTEE shall not be liable for any excess costs if the failure to perform the grant arises out of causes beyond the control and without

5. Termination for the Convenience of the District

The District may terminate performance of work under this grant in whole or, from time to time, in part if the Grants Officer determines that a termination is in the District's interest. The Grants Officer shall terminate by delivering to the GRANTEE a Notice of Termination specifying the extent of termination and effective date.

Upon receipt of a Notice of Termination, and except as directed by the Grants Officer, the GRANTEE shall immediately proceed as follows:

1. Stop work as specified in the notice.
2. Place no further sub-grants, personnel services; or facilities, except as necessary to complete the continued portion of the grant.
3. Terminate all specified obligations related to the grant; and/or
4. Complete performance of any grant work not terminated by the notice.

If the termination is partial, the GRANTEE may file a proposal with the Grants Officer for an equitable adjustment of the price(s) of the continued portion of the grant. The Grants Officer shall make any equitable adjustment agreed upon. Any proposal by the GRANTEE for an equitable adjustment under this clause shall be requested within ninety (90) days from the effective date of termination unless extended in writing by the Grants Officer.

List of Attachments:

- a. Proposal Submitted for RFA No.: DOES-TW-2020
- b. RFA No.: DOES-TW-2020

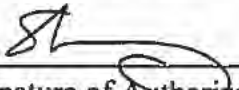
Department of Employment Services

NOGA No.: DOES-TW-2020

SIGNATURES**NOGA: DOES-TW-2020-02****Grantee: Innovative Day****Federal Tax ID Number:** [REDACTED]**Grant Amount: \$120,000****Authorized Representative Name: Shina via McKinney****Authorized Representative Title: Chief Operation Officer**

As the duly authorized representative of the GRANTEE, I hereby certify that the GRANTEE will comply with the terms of NOGA: DOES-TW-2020-02 the attached proposal submitted in response to RFA No.: DOES-TW-2020 and that the statements and certifications included in this NOGA are true and accurate.

On behalf of GRANTEE, I understand and agree to the terms and conditions of this NOGA and RFA No.: DOES-TW-2020 and hereby certify my authority to execute this NOGA on GRANTEE's behalf.



Signature of Authorized Representative

October 23, 2020

Date

Shina via McKinney

Printed Name of Authorized Representative

Chief Operations Officer

Title of Authorized Representative

To Be Completed By The District of Columbia:



Nicole Chapple
Department of Employment Services
Grant Officer

11/6/2020

Date