

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

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:

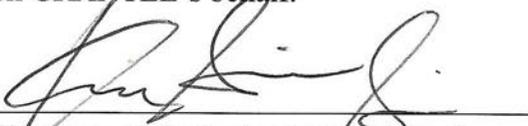
- a. Proposal Submitted for RFA No.: DOES-MMG-2020
- b. RFA No.: DOES-MMG-2020

SIGNATURES

NOGA: DOES-MMG-2020-02
GRANTEE: The Simmons Advantage, Inc.
Federal Tax ID Number: XXXXXXXXXX
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


 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

10/08/2020
 Date



NOTICE OF GRANT AWARD (NOGA)

Information Page

RFA No.: DOES-YEALP-2021
NOGA No.: DOES-YEALP-2021-01
GRANTEE: Opportunities Industrialization Center of DC (OIC/DC)
Tax ID#/EIN: [REDACTED]
Award Begin Date: October 14, 2021
Award End Date: October 13, 2022
Grant Award Amount: \$125,000

DOES Grant Officer 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 Contact Information:

Name: Porscha Mills
Email: porscha.mills@dc.gov

Phone: 202-698-4125

DOES Program Office Contact Information:

Name: Kathy Guevara
Email: kathy.guevara2@dc.gov

Phone: 202-531-7056

GRANTEE Contact Information:

Name: F. Alexis Roberson
Email: alexisroberson@aol.com

Phone: 202-257-3123

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-YEALP-2021-01 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 connects District residents, job seekers, and employers to opportunities and resources that empower fair, safe, and effective working communities. DOES provides a range of programs and services to jobseekers, including job development, job search assistance, self-directed job search, vocational training, apprenticeship, unemployment insurance, transitional employment, and referrals to supportive services and educational programs. DOES, a proud partner of the American Job Center, is an equal opportunity employer/service provider. Translation and interpretation services are available upon request to persons with limited or no English proficiency. Auxiliary aids and services are available upon request to persons with disabilities.

Specifically, DOES, through its Office of Workforce and Federal Programs, prepares District youth for the workforce and connects them to employment opportunities. DOES educates youth participants about workforce readiness, high-growth industry career exploration, and academic enrichment through experiential, hands-on programs.

DOES seeks to close the gap of unemployment through the Youth Earn and Learn Program (YEALP) by encouraging and supporting out-of-school youth between the ages of 16 to 24 (OSY) to gain both the educational credentials and occupational skills that will prepare them to obtain unsubsidized employment and build successful careers, as they forge a pathway to the middle class. OSY will be provided with all the necessary supports to obtain employment, and benefit from job-readiness and employment training, as well as workplace experience, through activities such as job shadowing, internships, and career development. Programming will be tailored to the specific needs and interests of individual participants, and incorporate the elements and outcomes required by the Workforce Innovation and Opportunities Act (WIOA).

Through this grant, DOES sought integrated service models that embraced a holistic approach by addressing the educational, employment, and social service needs of OSY, including basic skills training, workforce readiness training, GED/High School Diploma equivalency training programs, unsubsidized employment, advance training and/or post-secondary education.

II. SCOPE

GRANTEE shall provide:

- High quality work readiness training and professional development workshops.
- Access to supportive services to help eliminate or reduce potential barriers to success.
- Access to caring adult mentors to serve as role models.
- Knowledge and skills that lead to a recognized credential.
- Meaningful, subsidized work experiences that align with the participant's individual interests.

- Exposure to the world of work and various career industries.
- Assistance with job training and career exploration processes.
- Placement into entry level unsubsidized employment opportunities.

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.1. Program Requirements

YEALP will provide a combination of services to OSY who are facing significant barriers to employment as defined by WIOA based on a three (3) phase approach, Earn, Learn and Placement. Proposals should clearly specify (1) how services and supports will be delivered; (2) the number of OSY to be served; and (3) timeline for delivery of services and supports for each phase of YEALP.

Under YEALP, GRANTEE will ensure that OSY are receiving services and supports towards obtaining unsubsidized employment, while working towards pursuing essential life skills and work readiness through the following phrases:

1. Phase 1- Earn: Work Readiness/ Supportive Services

Youth enrolled in the YEALP will engage in a nationally recognized work readiness training to equip them with the tools, resources, and supports necessary to ensure they are able to experience on-the-job success. Providers will also provide financial literacy training or an approved supportive service to participants enrolled in YEALP. Supportive services will provide service to youth which will enhance their way of living and achieve self-sufficiency. Work readiness training will not serve as a credential.

2. Phase 2- Learn: Fundamental Credential

Upon successful completion of the work readiness curriculum, youth will engage in professional development training to receive a fundamental credential in a specific industry to be used to further their pursuit of unsubsidized employment.

A credential is defined as a credential consisting of an industry-recognized certificate or certification, a certificate of completion of an apprenticeship, a license recognized by the State involved or Federal government. The followings are acceptable types of credentials that count toward the credential attainment:

- Occupational licensure

- Occupational certificate, including Registered Apprenticeship and Career and Technical Education educational certificates
- Occupational certification
- Other recognized certificates of industry/occupational skills completion sufficient to qualify for entry-level or advancement in employment.

3. Phase 3- Placement: Work Experience

Upon successful completion of receiving a fundamental credential, youth will receive assistance with job placement to further their pursuit of unsubsidized employment. In phase 3, provider is expected to demonstrate a work experience training component as well as assistance with unsubsidized job placement until employment is obtained.

The work experience training component must include academic and occupational education. The placement component may occur concurrently or sequentially with the work experience. Further academic and occupational education may occur inside or outside the work site. The types of work experiences include the following categories as defined by WIOA:

- Internships
- Job shadowing
- On-the-job training (OJT)

Program Outcomes

The vendor will be responsible for achieving the outcomes set forth in the "Target" column for all enrolled participants. These target goals should be outlined in the plan provided and DOES must approve the acceptable documents associated with each outcome listed below:

Outcomes	Target
Work Readiness/ Supportive Services	80%
Fundamental Credential	75%
Connect and place participants into Industry specific occupations/job placements opportunities.	65%

B.2. General Requirements

1. The GRANTEE must successfully complete the following during the period of performance:
 - a. Attend Monthly Meetings, as required by DOES.

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- b. GRANTEE must 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.
- c. 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.
- d. 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.
- e. GRANTEES shall collect and report statistical information as requested by DOES, including individual-level data on enrollment, youth demographics, specific services provided, and participation in workshops and other program specific related activities and outcomes.
- f. GRANTEES shall provide instruction in a virtual or blended learning model (part-time virtual and part-time in-person) when applicable, due to the impact of COVID-19. Grantee shall provide DOES with an outline of their virtual/blended curriculum to comply with the District/CDC mandates for managing the spread of COVID-19.
- g. GRANTEE shall comply with all CDC COVID-19 guidelines.
- h. GRANTEE shall ensure that each employee who provides goods or perform services in person in District of Columbia facilities or worksites, or who have in-person contact with other persons in order to complete their work under the grant has been either: (i) fully vaccinated against COVID-19, or (ii) if granted one of the exemptions identified in Section III of Mayor's Order 2021-099 by grantee, are undergoing weekly COVID-19 testing and only reporting to the workplace when such test result is negative, and (iii) are wearing masks while working.
- i. GRANTEE shall be responsible for ensuring compliance with Mayor's Order 2021-099 by their employees, and failure to do so may result in adverse consequences, including termination of the NOGA.
- j. GRANTEES will be required to participate in ongoing monitoring and evaluation activities led by DOES designated evaluator. These may include technical/virtual

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site visits, surveys, interviews, focus groups, administrative records review, and other data collection and evaluation strategies.

- k. GRANTEES shall collect data regarding contact with persons with Limited English Proficient (LEP) and Non-English Proficient (NEP) and report this data to DOES Language Access Coordinator on a quarterly basis.
- l. GRANTEES shall provide interpretation services and translation of vital documents for persons with LEP/NEP. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- m. 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 funded by DOES.
- n. GRANTEES shall attend and comply with all DOES meetings, onboarding trainings, requests, etc.
- o. GRANTEES shall undergo background checks as mandated by the Child and Youth, Safety and Health Omnibus Amendment Act of 2004 (CYSHA).

A. Reporting/Deliverables

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

Reporting

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Monthly Program Report <ul style="list-style-type: none"> • Program Narrative • Status Report • Enrollee Roster • Case Notes • Credential Attainment • Work Verification 	1	Via email	Monthly by the 5th of the subsequent month
Item 2	Monthly Status Report (OGARA)			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

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Item 4	Close out/Final Report	1	Via email	30 days after grant end date
Item 5	LEP/NEP Report	1	Via email	Quarterly

Deliverables

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Work Plan	1	Via email	Two weeks after Award
Item 2	Attendance Sheet	1	Via email	Weekly/Friday by 5:00pm
	<ul style="list-style-type: none"> • Invoices 	1	Via Vendor Portal	End of each Phrase
Item 3	<ul style="list-style-type: none"> • Credential Attained • Placement: <ul style="list-style-type: none"> ◆Post-Secondary ◆Advance Training ◆Employment ◆Military 	1	Via email	As Achieved/Monthly by 5 th of the Month

All program reports and deliverables must be submitted to DOES per the schedule provided above. Any reports generated are the sole property of DOES. GRANTEE must receive prior written permission from DOES, in order to use or disclose any report or its contents.

1. **Participant Files** – GRANTEE is required to complete and submit a participant file for every participant in the program, with strategic categories selected. A hard copy of ALL participant files must be submitted to DOES via mail with a postmark date no later than 30 days after the end of the grant. All files must be mailed to:

ATTN: Delia Frazier
 Department of Employment Services
 4058 Minnesota Avenue, Suite 2000, NE
 Washington, D.C. 20019

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

GRANTEE's Initials: Far

D. Changes to Scope

GRANTEE's Initials: Far

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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.

III. PERIOD OF PERFORMANCE

The "Youth Earn and Learn Program" grant will operate for one year the 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.

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-YEALP-2021, this NOGA and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-YEALP-2021, this NOGA and the attached proposal.

GRANTEE's Initials: FHR

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-YEALP-2021, this NOGA and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-YEALP-2021, this NOGA and the attached proposal.

A. Grant Funding Amount

The GRANTEE is awarded \$125,000

B. Payment Schedule

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

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Payment #1 – Base Amount	Payment #2	Payment #3	Payment #4
25%	25%	25%	25%

Payment #1: – Base Amount:

Upon receipt of staff clearances (must meet ratio 12:1), training plans, attendance to mandatory Workforce and Federal programs orientation, and completed Pre-Program Worksite Visit form, as required before the start of the program. Receipt of successful completion of Site Visit #1 Report Form

Payment #2:

This payment is a per participant cost based on completion of:

- **Phase 1: Earn: Work Readiness/ Supportive Services**

Payment #3:

This payment is a per participant cost based on completion of:

- **Phase 2: Learn: Fundamental Credential**

Payment #4:

This payment is a per participant cost based on completion of:

- **Phase 3- Placement: Work Experience**

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's Initials: Jah

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.

GRANTEE's Initials: Jah

D. 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.

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.

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.

Any reports generated are the sole property of DOES. GRANTEE must receive prior written permission from DOES, in order to use or disclose any report or its contents.

GRANTEE shall, at the request of the District government, provide to the District government a certification of its compliance with Mayor's Order 2021-99.

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 must maintain and provide documentation related to this program for 3 years after submission of the final payment.

GRANTEE shall pay all employees working on this program the current living wage or more.

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.

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.

GRANTEE is required to comply with Mayor's Order 2021-99, COVID-19 Vaccination Certification Requirement for District Government Employees, Contractors, Interns, and Grantees, dated August 10, 2021, and all substantially similar vaccine requirements including any modification to this Order, unless and until they are rescinded or superseded.

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 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 shall 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 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.

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 et seq.
- DC District of Columbia Municipal Regulations Title 27 – Chapter 19 – Section 1905 through Section 1907
- Universal Paid Leave Amendment Act of 2016, D.C. Official Code § 32-541.01 et seq.

Program Specific Applicable Laws and Guidance

- Workforce Innovation and Opportunity Act (WIOA), 29 USC § 3101 et seq.
- 20 CFR § 680.450 and 20 CFR § 680.460
- TEGL No. 15-10, "Increasing Credential, Degree, and Certificate Attainment by Participants of the Public Workforce System"
- TEGL No. 41-14, "Workforce Innovation and Opportunity Act (WIOA or Opportunity Act) Title I Training Provider Eligibility Transition"
- District of Columbia High-Demand Sectors and Occupations Lists
- Policy Number: WDE-01-005 "DC DOES Invoicing for Eligible Training Providers Policy"
- Stevens Amendment - Further Consolidated Appropriations Act, 2020, at cite P.L. 116-94, Division A, Title V, Section 505.

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.

GRANTEE's Initials: Jah

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,

GRANTEE's Initials: Jah

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 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 Grant Administrator 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 Grant Administrator. 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 Grantee decide to engage a Contractor for segments of the work under this contract and wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the Contractor, the Grantee shall submit in writing the name and brief description of work to be performed by the Contractor on the Contractors Insurance Requirement Template provided by the Grant Administrator, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the Contractor and promptly deliver such requirements in writing to the Grantee and the Grant Administrator. The Grantee must provide proof of the Contractor's required insurance prior to commencement of work by the Contractor. If the Grantee decides to engage a Contractor without requesting from ORM specific insurance requirements for the Contractor, such Contractor shall have the same insurance requirements as the Grantee.

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 Contractors (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 Contractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its Contractors, and not the additional insured. The additional insured status under the Grantee's and its Contractors' Commercial General Liability insurance policies shall be affected 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 Contractors' 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 Contractors, or anyone for whom the Grantee or its Contractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its Contractors 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 Contractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the Grant Administrator 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 Grant Administrator 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.
1. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the Grant Administrator 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 Grant Administrator 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.

2. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the Grant Administrator 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 Grant Administrator 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 Grantee shall provide evidence satisfactory to the Grant Administrator 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 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. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.
4. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the Grant Administrator 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) \$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.

C. 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.

- D. **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.
- E. **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.
- F. **GRANTEE'S PROPERTY.** Grantee and Contractors 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.
- G. **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.
- H. **NOTIFICATION.** The Grantee shall ensure that all policies provide that the Grant Administrator 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 Grant Administrator with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the Grant Administrator with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- I. **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 grant 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
Lashaun.basil@dc.gov**

The Grant Administrator 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 Grant Administrator 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 Grant Administrator on an annual basis as the coverage is renewed (or replaced).

- J. **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 Contractors in the performance of this contract.
- K. **CARRIER RATINGS.** All Grantee's and its Contractors' 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-YEALP-2021
- b. RFA No.: DOES-YEALP-2021

Jah

SIGNATURES

NOGA: DOES-YEALP-2021-01
GRANTEE: Opportunities Industrialization Center of DC (OIC/DC)
Federal Tax ID Number: [REDACTED]
Grant Amount: \$125,000
Authorized Representative Name: F. Alexis Roberson
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-YEALP-2021-01 the attached proposal submitted in response to RFA No.: DOES-YEALP-2021 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-YEALP-2021 and hereby certify my authority to execute this NOGA on GRANTEE's behalf.

F. Alexis H. Roberson
Signature of Authorized Representative

Oct. 14, 2021
Date

F. Alexis H. Roberson
Printed Name of Authorized Representative

President/CEO
Title of Authorized Representative

Nicole Aguirre
Chapple
 Nicole Chapple
 Department of Employment Services
 Grant Officer

To Be Completed By The District of Columbia:

Digitally signed by Nicole Aguirre Chapple
 DN: cn=Nicole Aguirre Chapple, o=Department of
 Employment Services, ou=Chief Operating
 Officer, email=nicole.chapple@dc.gov, c=US
 Date: 2021.10.18 09:11:47 -0400

10/18/21

Date



NOTICE OF GRANT AWARD (NOGA)

Information Page

RFA No.: DOES-YEALP-2021

NOGA No.: DOES-YEALP-2021-02

GRANTEE: Constituent Services Worldwide Public Benefits Corporation

Tax ID#/EIN: [REDACTED]

Award Begin Date: October 14, 2021

Award End Date: October 13, 2022

Grant Award Amount: \$125,000

DOES Grant Officer 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 Contact Information:

Name: Porscha Mills
Email: porscha.mills@dc.gov
Phone: 202-698-4125

DOES Program Office Contact Information:

Name: Kathy Guevara
Email: kathy.guevara2@dc.gov
Phone: 202-531-7056

GRANTEE Contact Information:

Name: Robert Jordan
Email: Robert.jordan@cswpbc.com
Phone: 202-798-5914

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-YEALP-2021-02 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 connects District residents, job seekers, and employers to opportunities and resources that empower fair, safe, and effective working communities. DOES provides a range of programs and services to jobseekers, including job development, job search assistance, self-directed job search, vocational training, apprenticeship, unemployment insurance, transitional employment, and referrals to supportive services and educational programs. DOES, a proud partner of the American Job Center, is an equal opportunity employer/service provider. Translation and interpretation services are available upon request to persons with limited or no English proficiency. Auxiliary aids and services are available upon request to persons with disabilities.

Specifically, DOES, through its Office of Workforce and Federal Programs, prepares District youth for the workforce and connects them to employment opportunities. DOES educates youth participants about workforce readiness, high-growth industry career exploration, and academic enrichment through experiential, hands-on programs.

DOES seeks to close the gap of unemployment through the Youth Earn and Learn Program (YEALP) by encouraging and supporting out-of-school youth between the ages of 16 to 24 (OSY) to gain both the educational credentials and occupational skills that will prepare them to obtain unsubsidized employment and build successful careers, as they forge a pathway to the middle class. OSY will be provided with all the necessary supports to obtain employment, and benefit from job-readiness and employment training, as well as workplace experience, through activities such as job shadowing, internships, and career development. Programming will be tailored to the specific needs and interests of individual participants, and incorporate the elements and outcomes required by the Workforce Innovation and Opportunities Act (WIOA).

Through this grant, DOES sought integrated service models that embraced a holistic approach by addressing the educational, employment, and social service needs of OSY, including basic skills training, workforce readiness training, GED/High School Diploma equivalency training programs, unsubsidized employment, advance training and/or post-secondary education.

II. SCOPE

GRANTEE shall provide:

- High quality work readiness training and professional development workshops.
- Access to supportive services to help eliminate or reduce potential barriers to success.
- Access to caring adult mentors to serve as role models.
- Knowledge and skills that lead to a recognized credential.
- Meaningful, subsidized work experiences that align with the participant's individual interests.

- Exposure to the world of work and various career industries.
- Assistance with job training and career exploration processes.
- Placement into entry level unsubsidized employment opportunities.

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.1. Program Requirements

YEALP will provide a combination of services to OSY who are facing significant barriers to employment as defined by WIOA based on a three (3) phase approach, Earn, Learn and Placement. Proposals should clearly specify (1) how services and supports will be delivered; (2) the number of OSY to be served; and (3) timeline for delivery of services and supports for each phase of YEALP.

Under YEALP, GRANTEE will ensure that OSY are receiving services and supports towards obtaining unsubsidized employment, while working towards pursuing essential life skills and work readiness through the following phrases:

1. Phase 1- Earn: Work Readiness/ Supportive Services

Youth enrolled in the YEALP will engage in a nationally recognized work readiness training to equip them with the tools, resources, and supports necessary to ensure they are able to experience on-the-job success. Providers will also provide financial literacy training or an approved supportive service to participants enrolled in YEALP. Supportive services will provide service to youth which will enhance their way of living and achieve self-sufficiency. Work readiness training will not serve as a credential.

2. Phase 2- Learn: Fundamental Credential

Upon successful completion of the work readiness curriculum, youth will engage in professional development training to receive a fundamental credential in a specific industry to be used to further their pursuit of unsubsidized employment.

A credential is defined as a credential consisting of an industry-recognized certificate or certification, a certificate of completion of an apprenticeship, a license recognized by the State involved or Federal government. The followings are acceptable types of credentials that count toward the credential attainment:

- Occupational licensure
- Occupational certificate, including Registered Apprenticeship and Career and Technical Education educational certificates

- Occupational certification
- Other recognized certificates of industry/occupational skills completion sufficient to qualify for entry-level or advancement in employment.

3. Phase 3- Placement: Work Experience

Upon successful completion of receiving a fundamental credential, youth will receive assistance with job placement to further their pursuit of unsubsidized employment. In phase 3, provider is expected to demonstrate a work experience training component as well as assistance with unsubsidized job placement until employment is obtained.

The work experience training component must include academic and occupational education. The placement component may occur concurrently or sequentially with the work experience. Further academic and occupational education may occur inside or outside the work site. The types of work experiences include the following categories as defined by WIOA:

- Internships
- Job shadowing
- On-the-job training (OJT)

Program Outcomes

The vendor will be responsible for achieving the outcomes set forth in the “Target” column for all enrolled participants. These target goals should be outlined in the plan provided and DOES must approve the acceptable documents associated with each outcome listed below:

Outcomes	Target
Work Readiness/ Supportive Services	80%
Fundamental Credential	75%
Connect and place participants into Industry specific occupations/job placements opportunities.	65%

B.2. General Requirements

1. The GRANTEE must successfully complete the following during the period of performance:
 - a. Attend Monthly Meetings, as required by DOES.
 - b. GRANTEE must 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.

- c. 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.
- d. 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.
- e. GRANTEES shall collect and report statistical information as requested by DOES, including individual-level data on enrollment, youth demographics, specific services provided, and participation in workshops and other program specific related activities and outcomes.
- f. GRANTEES shall provide instruction in a virtual or blended learning model (part-time virtual and part-time in-person) when applicable, due to the impact of COVID-19. Grantee shall provide DOES with an outline of their virtual/blended curriculum to comply with the District/CDC mandates for managing the spread of COVID-19.
- g. GRANTEE shall comply with all CDC COVID-19 guidelines.
- h. GRANTEE shall ensure that each employee who provides goods or perform services in person in District of Columbia facilities or worksites, or who have in-person contact with other persons in order to complete their work under the grant has been either: (i) fully vaccinated against COVID-19, or (ii) if granted one of the exemptions identified in Section III of Mayor's Order 2021-099 by grantee, are undergoing weekly COVID-19 testing and only reporting to the workplace when such test result is negative, and (iii) are wearing masks while working.
- i. GRANTEE shall be responsible for ensuring compliance with Mayor's Order 2021-099 by their employees, and failure to do so may result in adverse consequences, including termination of the NOGA.
- j. 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.

- k. GRANTEES shall collect data regarding contact with persons with Limited English Proficient (LEP) and Non-English Proficient (NEP) and report this data to DOES Language Access Coordinator on a quarterly basis.
- l. GRANTEES shall provide interpretation services and translation of vital documents for persons with LEP/NEP. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- m. 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 funded by DOES.
- n. GRANTEES shall attend and comply with all DOES meetings, onboarding trainings, requests, etc.
- o. GRANTEES shall undergo background checks as mandated by the Child and Youth, Safety and Health Omnibus Amendment Act of 2004 (CYSHA).

A. Reporting/Deliverables

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

Reporting

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Monthly Program Report <ul style="list-style-type: none"> • Program Narrative • Status Report • Enrollee Roster • Case Notes • Credential Attainment • Work Verification 	1	Via email	Monthly by the 5th of the subsequent month
Item 2	Monthly Status Report (OGARA)			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/Final Report	1	Via email	30 days after grant end date
Item 5	LEP/NEP Report	1	Via email	Quarterly

Deliverables

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Work Plan	1	Via email	Two weeks after Award
Item 2	Attendance Sheet	1	Via email	Weekly/Friday by 5:00pm
	<ul style="list-style-type: none"> • Invoices 	1	Via Vendor Portal	End of each Phrase
Item 3	<ul style="list-style-type: none"> • Credential Attained • Placement: <ul style="list-style-type: none"> ◆ Post-Secondary ◆ Advance Training ◆ Employment ◆ Military 	1	Via email	As Achieved/Monthly by 5 th of the Month

All program reports and deliverables must be submitted to DOES per the schedule provided above. Any reports generated are the sole property of DOES. GRANTEE must receive prior written permission from DOES, in order to use or disclose any report or its contents.

1. **Participant Files** – GRANTEE is required to complete and submit a participant file for every participant in the program, with strategic categories selected. A hard copy of ALL participant files must be submitted to DOES via mail with a postmark date no later than 30 days after the end of the grant. All files must be mailed to:

ATTN: Delia Frazier
Department of Employment Services
4058 Minnesota Avenue, Suite 2000, NE
Washington, D.C. 20019

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

GRANTEE's Initials: R.F.

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.

III. PERIOD OF PERFORMANCE

The “Youth Earn and Learn Program” grant will operate for one year the 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.

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-YEALP-2021, this NOGA and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-YEALP-2021, this NOGA and the attached proposal.

GRANTEE’s Initials: Rf.

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-YEALP-2021, this NOGA and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-YEALP-2021, this NOGA and the attached proposal.

A. Grant Funding Amount

The GRANTEE is awarded \$125,000.00

B. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the Grant Agreement. 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 Amount:

Upon receipt of staff clearances (must meet ratio 12:1), training plans, attendance to mandatory Workforce and Federal programs orientation, and completed Pre-Program Worksite Visit form, as required before the start of the program. Receipt of successful completion of Site Visit #1 Report Form

Payment #2:

This payment is a per participant cost based on completion of:

- **Phase 1: Earn: Work Readiness/ Supportive Services**

Payment #3:

This payment is a per participant cost based on completion of:

- **Phase 2: Learn: Fundamental Credential**

Payment #4:

This payment is a per participant cost based on completion of:

- **Phase 3- Placement: Work Experience**

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’s Initials: RF.

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

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.

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.

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.

Any reports generated are the sole property of DOES. GRANTEE must receive prior written permission from DOES, in order to use or disclose any report or its contents.

GRANTEE shall, at the request of the District government, provide to the District government a certification of its compliance with Mayor’s Order 2021-99.

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 must maintain and provide documentation related to this program for 3 years after submission of the final payment.

GRANTEE shall pay all employees working on this program the current living wage or more.

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.

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.

GRANTEE is required to comply with Mayor's Order 2021-99, COVID-19 Vaccination Certification Requirement for District Government Employees, Contractors, Interns, and Grantees, dated August 10, 2021, and all substantially similar vaccine requirements including any modification to this Order, unless and until they are rescinded or superseded.

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 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 shall 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 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.

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 et seq.
- DC District of Columbia Municipal Regulations Title 27 – Chapter 19 – Section 1905 through Section 1907
- Universal Paid Leave Amendment Act of 2016, D.C. Official Code § 32-541.01 et seq.

Program Specific Applicable Laws and Guidance

- Workforce Innovation and Opportunity Act (WIOA), 29 USC § 3101 et seq.
- 20 CFR § 680.450 and 20 CFR § 680.460
- TEGL No. 15-10, “Increasing Credential, Degree, and Certificate Attainment by Participants of the Public Workforce System”
- TEGL No. 41-14, “Workforce Innovation and Opportunity Act (WIOA or Opportunity Act) Title I Training Provider Eligibility Transition”
- District of Columbia High-Demand Sectors and Occupations Lists
- Policy Number: WDE-01-005 “DC DOES Invoicing for Eligible Training Providers Policy”
- [Stevens Amendment](#) - Further Consolidated Appropriations Act, 2020, at cite P.L. 116-94, Division A, Title V, Section 505.

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.

GRANTEE's Initials: R.J.

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 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 Grant Administrator 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 Grant Administrator. 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 Grantee decide to engage a Contractor for segments of the work under this contract and wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the Contractor, the Grantee shall submit in writing the name and brief description of work to be performed by the Contractor on the Contractors Insurance Requirement Template provided by the Grant Administrator, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the Contractor and promptly deliver such requirements in writing to the Grantee and the Grant Administrator. The Grantee must provide proof of the Contractor's required insurance prior to commencement of work by the Contractor. If the Grantee decides to engage a Contractor without requesting from ORM specific insurance requirements for the Contractor, such Contractor shall have the same insurance requirements as the Grantee.

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 Contractors (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 Contractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its Contractors, and not the additional insured. The additional insured status under the Grantee's and its Contractors' Commercial General Liability insurance policies shall be affected 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 Contractors' 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 Contractors, or anyone for whom the Grantee or its Contractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its Contractors 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 Contractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the Grant Administrator 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 Grant Administrator 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.
1. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the Grant Administrator 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 Grant Administrator 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.

2. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the Grant Administrator 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 Grant Administrator 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 Grantee shall provide evidence satisfactory to the Grant Administrator 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 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. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.
4. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the Grant Administrator 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) \$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.

C. 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.

- D. **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.
- E. **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.
- F. **GRANTEE'S PROPERTY.** Grantee and Contractors 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.
- G. **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.
- H. **NOTIFICATION.** The Grantee shall ensure that all policies provide that the Grant Administrator 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 Grant Administrator with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the Grant Administrator with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- I. **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 grant 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

Lashaun.basil@dc.gov

The Grant Administrator 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 Grant Administrator 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 Grant Administrator on an annual basis as the coverage is renewed (or replaced).

- J. 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 Contractors in the performance of this contract.
- K. CARRIER RATINGS. All Grantee's and its Contractors' 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-YEALP-2021
- b. RFA No.: DOES-YEALP-2021

SIGNATURES

NOGA: DOES-YEALP-2021-02
GRANTEE: Constituent Services Worldwide Public Benefits Corporation
Federal Tax ID Number: [REDACTED]
Grant Amount: \$125,000
Authorized Representative Name: Robert Jordan
Authorized Representative Title: President and CEO

As the duly authorized representative of the GRANTEE, I hereby certify that the GRANTEE will comply with the terms of NOGA: DOES-YEALP-2021-02 the attached proposal submitted in response to RFA No.: DOES-YEALP-2021 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-YEALP-2021 and hereby certify my authority to execute this NOGA on GRANTEE's behalf.



 Signature of Authorized Representative

10/22/2021

 Date

Robert Jordan

 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

 Date

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NOTICE OF GRANT AWARD (NOGA)

Information Page

RFA No.: DOES-WRGI-2021
NOGA No.: DOES-WRGI-2021-04
GRANTEE: Captivate Perspective
Tax ID#/EIN: [REDACTED]
Award Begin Date: June 21, 2021
Award End Date: June 22, 2022
Grant Award Amount: \$50,000

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 Program and Provider 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: 202-698-5043

GRANTEE Point of Contact Information:

Name: Dr. Tony D. Johnson
Email: tony.johnson@dccaptivate.com
Phone: 202-302-6202

DOES POH 2022 Q18_NOGA Grants

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-WRGI-2021-04 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

In support of its mission, DOES Office of Youth Programs administers the Marion S. Barry Summer Youth Employment Program (MBSYEP), an annual, short-term, locally funded workforce development training program that connects youth with enriching and constructive summer work experiences through subsidized and unsubsidized placements with non-profit, private, local and federal government Host Employers.

Through MBSYEP, youth (1) earn money; (2) gain meaningful work experience; (3) are exposed to high demand career industries; (4) interact with dynamic working professionals in a positive work environment; and (5) learn and develop the skills, attitudes, and commitment necessary to succeed in today's evolving workforce

II. SCOPE

The District of Columbia Department of Employment Services (DOES), through its Office of Youth Programs (OYP), is seeking qualified organizations to provide high quality, structured workforce development training for District youth ages 14 to 21 with and without special needs (youth) that will prepare youth for purposeful and developmentally appropriate employment and career exploration opportunities.

MBSYEP Work Readiness/Growth Industry Grant Program

GRANTEES shall deliver high quality, structured workforce development training in the following categories.

- A. Work Readiness
- B. Growth Industry

Work Readiness Grant Program

GRANTEES shall deliver high quality, structured technical employability skills training necessary to succeed in today's evolving workforce, including the below.

- Career/job search techniques
- Values clarification and personal development
- Preparation of resumes and job applications
- Interview techniques including appropriate attire for interviews
- Appropriate attire for various occupations
- Appropriate follow-up services

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GRANTEES shall deliver high quality, structured financial literacy training that teaches basic personal financial management skills such as balancing a checkbook and understanding the basic principles of earning, spending, saving, and credit.

GRANTEES shall deliver high quality, structured trainings to develop “non-technical” skills, abilities, and traits necessary to succeed in today’s evolving workforce, including the below.

- Communication and Conflict Resolution Skills
- Problem Solving Skills
- Critical Thinking Skills
- Self-Direction
- Personal Qualities and Work Ethics
- Time Management
- Workplace Etiquette

Growth Industry Grant Program

GRANTEES shall provide high quality, structured Growth Industry Sector (GIS) training, including the below.

- a. Exposure** – In stage one, youth are exposed to the GIS, including the identification, gathering, evaluating, and synthesizing of evidence, information, and ideas. This can include introducing a new concept, ex. starting a new business, environmental projects (gardening), building or designing a computer application. Youth can gain exposure to these areas interfacing with industry professionals through field trips, lectures, or visits to the worksite.

In some cases, youth may be engaging in fields that are fully developed; however, they should be exposed to learning experiences that actively engage them in the process of re-discovery and to help them gain a deeper understanding of the GIS. In this stage, GRANTEES are fully responsible for structuring programming and the approach used for investigation/creative exploration. Through exposure and activities, youth gain a deeper understanding of their chosen GIS.

- b. Experience** – Youth in this stage should participate in exploration of a GIS and are gaining discipline-appropriate tools and knowledge through hands-on experiences. Experience-level activities offer youth practice working in practical settings and developing a plan for approaching issues affecting the proposed GIS, the answers to which may be either known or unknown. Youth in this stage acquire soft and hard skills that they may have opportunities to put to everyday use. Or they may work to develop the skills needed to be successful in a GIS. For instance, a youth who is designing and developing a computer application would learn a specific computer program. In either case, they continue to refine their experiences and to learn discipline appropriate tools.

- c. Final Report** – Youth undertaking a capstone project rationalize the skills developed over the course of the first two (2) stages in order to produce a project that encapsulates the overall six- week experience. The level of independence of the capstone phase will vary

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considerably: some disciplines are characterized by a high degree of autonomy and solo work; others typically generate knowledge in the context of teamwork or collaboration. Regardless, the work of this phase allows youth to organize and synthesize knowledge and skills acquired in a wide array of settings and situations over the course of the program under the guidance of the GRANTEES. GRANTEES are required to submit a summary or outline of their proposed capstone project. Upon completion of the program, GRANTEES may submit the final capstone project through various forms (CD's, videos/photographs, invitation to performances, hard copies of completed books, and etc.).

GRANTEES shall offer high quality, structured GIS training in at least one of the following sectors.

1. Agricultural/Environmental

Programs that educate youth on the state of our environment, the relationship to the environment, food and water supplies, workforce theories and practices that are considered “environmentally friendly,” and related high demand career choices.

2. Information Technology/Telecommunications

Programs that educate youth on the uses of computer hardware, software, and other forms of technology, emphasizing the increasing and novel reliance on technology, the attendant increasing need for systems and data privacy, how technology impacts the evolving workforce and related high demand career choices. Last, all programming should introduce potential related career choices.

3. Media/Publications/Communications/Entertainment

Programs that educate youth on the exploration of the technical aspects of media production, arts management, and developmental processes of the arts, artistic techniques, applications of the particular genre and related high demand careers.

4. Business/Professional Services

Programs that educate youth on navigating organizational cultures, working effectively with groups of co-workers and individuals in management positions, meeting expectations of the virtual or in-person work-place environment, and acquiring skills necessary to succeed in today's evolving workforce, and related high demand career choices.

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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B.1. Program Requirements

The GRANTEES shall:

- Deliver a maximum of 20 hours per week to youth ages 14-15 and a maximum of 25 hours per week to youth ages 16-21. This is based on an average of five (5) days per week, with a minimum of four (4) hours of contact per day, per participant ages 14-15; and a minimum of five (5) hours of contact per day, per participant ages 16-21.
- Provide documentation that proves their ability to serve youth with special needs, if submitting proposals to provide service for youth with special needs. All trainings should assist youth with individual employment needs and improve their individual marketability necessary to succeed in today's evolving workforce.
- Undergo background checks as mandated by the Child and Youth, Safety and Health Omnibus Amendment Act of 2004 (CYSHA).
- Provide appropriate follow up services, as required by youth, throughout the grant term.

B.2. General Requirements

1. The GRANTEE must successfully complete the following during the period of performance:
 - a. Monthly Meeting(s) (in person, telephone, etc.) as required
 - b. Where applicable, submission of monthly, bi-weekly, or weekly reports.
 - c. GRANTEE must provide programming as outlined in the proposal the GRANTEE submitted in response to RFA No.: DOES-WRGI-2021. The proposal is attached hereto and is made a part of this NOGA.
 - d. The GRANTEE must 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.
 - 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

GRANTEE's Initials: 



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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.
- g. 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.
- h. 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.
- i. GRANTEES shall collect data regarding contact with persons with Limited English Proficient (LEP) and Non-English Proficient (NEP) and report this data to DOES Language Access Coordinator on a quarterly basis.
- j. GRANTEES shall provide interpretation services and translation of vital documents for persons with LEP/NEP. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- k. 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 funded by DOES.

C. Reporting/Deliverables

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

Reporting

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
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Item 1	Monthly Status Report (OGARA)	1	Via email	Monthly by the 10th of the subsequent month
Item 2	Monthly Expenditure Report (OGARA) – If Requested	1	Via email	Monthly by the 10th of the subsequent month
Item 3	Close out Report	1	Via email	30 days after grant end date
Item 4	LEP/NEP Report	1	Via email	Quarterly

Deliverables

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Work Plan	1	Via email	Two weeks after Award
Item 2	Site Visit #1	1	Via email	Date provided by Program
Item 3	Time entry for weeks 1-6	1	Via email	Per Pay Period
Item 4	Site Visit #2	1	Via email	Date provided by Program

All program reports and deliverables must be submitted to DOES per the schedule provided above.

1. **Participant Files** – GRANTEE's are required to complete and submit a participant file for every participant in the program, with strategic categories selected. A hard copy of ALL participant files must be submitted to DOES via mail with a postmark date no later than 30 days after the end of the grant. All files must be mailed to:

ATTN: Nishelle Goins
 Department of Employment Services
 4058 Minnesota Avenue, Suite 2000, NE
 Washington, D.C. 20019

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

GRANTEE's Initials: 

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-



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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 “Marion S. Barry Summer Youth Employment Program Work Readiness & Growth Industry Sector” grant will operate for one year form the 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.

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-WRGI-2021 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES- WRGI-2021, this NOGA and the attached proposal.

GRANTEE’s Initials: 

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-WRGI-2021, this NOGA and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-WRGI-2021, this NOGA and the attached proposal.

A. Grant Funding Amount

The GRANTEE is awarded \$50,000.

B. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the Grant Agreement. There are four (4) 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%



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PAYMENT #1 – Base Amount 25%: Upon receipt of staff clearances (must meet ratio 12:1), training plans, attendance to mandatory OYP HCA orientation, and completed Pre-Program Worksite Visit form, as required before the start of the program.

PAYMENT #2 – 25%: Upon receipt of successful completion of Site Visit #1 Report Form Attestation form of time entry for weeks 1-3.

PAYMENT #3 – 25%: Upon receipt of Attestation form of time entry for weeks 4-5.

PAYMENT #4 – 25%: Upon receipt of Site Visit #2 Report Form, Attestation form of time entry for week 6 and Attestation form for final report as detailed.

GRANTEE, if requested, 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's Initials: 

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

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



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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 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 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.

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

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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.

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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.

GRANTEE's Initials: 

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



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subcontractor for segments of the work under this contract and wish to propose different insurance requirements than outlined below, 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 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 Contractor 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

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- 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. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.
 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**

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- 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 Basil
Grant Specialist
Lashaun.basil@dc.gov**



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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

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- 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-WRGI-2021
- b. RFA No.: DOES-WRGI-2021

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Department of Employment Services

NOGA No.: DOES-EA-2021



NOTICE OF GRANT AWARD (NOGA)

Information Page

RFA No.: DOES-EA-2021

NOGA No.: DOES-EA-2021-01

GRANTEE: IBG Consulting Group

Tax ID#/EIN: [REDACTED]

Award Begin Date: September 29, 2021

Award End Date: September 28, 2022

Grant Award Amount: \$145,970.00

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: William Whitfield

Email: William.whitfield@dc.gov

Phone: 202-899-6049

GRANTEE Point of Contact Information:

Name: Iris Bond-Gill Chief Executive Officer

Email: iris@ibgconsultinggroup.com

Phone: 202-321-5926

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Department of Employment Services

NOGA No.: DOES-EA-2021

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-EA-2021-01 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, and effective working communities. DOES prepares District residents for the workforce and connects them to employment opportunities. DOES a proud partner of the America Job Center is an equal opportunity employer/service provider. Translation and interpretation services are available upon request to persons with limited or no English proficiency. Auxiliary aids and services are available upon request to persons with disabilities.

Specifically, DOES, through its Office of Workforce and Federal Programs, prepares District youth for the workforce and connects them to employment opportunities. DOES educates youth participants about workforce readiness, high-growth industry career exploration, and academic enrichment through experiential, hands-on programs.

DOES, in an effort to better align its stakeholders, partners, and workforce development programming to its mission and vision of inclusion and diversity, seeks a deeper understanding of its data as it pertains to District residents who utilize DOES services, the greater workforce ecosystem which informs DOES on how it responds to trends in employment and trainings, as well as understanding how education, assessing participant skillsets and pathways to long-term employment, affect how the agency reports data and how the greater workforce ecosystem receives and analyzes DOES' data.

II. SCOPE

In support of its mission and vision of diversity and inclusion in its workforce development trainings, DOES procured the services of IBG Consulting Group GRANTEE that specializes in auditing government data, along the basis identified in the RFA DOES-EA-2021. Moreover, GRANTEE will assess how DOES services District residents who utilize its trainings services, in addition to the greater workforce ecosystem which informs DOES on how it responds to trends in employment and trainings, as well as understanding how education – assessing participant skillsets and pathways to long-term employment, affect how the agency reports data and how the greater workforce ecosystem received and analyzes DOES' data.

The GRANTEE shall propose to DOES equitable solutions surrounding the agency's data from Fiscal Years 2018 to 2021, in four (4) areas:

- Analysis of Outcomes
- Analysis of Resource Allocation
- Analysis of Stakeholder Experience
- Human Capital



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The GRANTEE shall analyze DOES' data regarding the four (4) above areas of interest, delving deeper into analysis by providing more than outcome-based data analysis; but providing a humanistic approach to understanding DOES' data along the lines of color, religion, national origin, age, personal appearance, sexual orientation, gender identity or expression, and place of residence as well as providing data along the lines of equity, inclusion and diversity, telling the agency's whole story, statistically, and providing analysis on how DOES can better inform its stakeholders and partners about its commitment to, equity, inclusion and diversity within the community it serves and how the agency's policies impact and influences the greater workforce ecosystem.

Under this NOGA, the GRANTEE has been award grant funds in the amount of \$145,970.00

Specific grant activities, deliverables, and outcomes are explained below.

A. Pre-Program Requirements

Prior to the start of the program GRANTEE must successfully complete the following:

- a. DOES technical/virtual 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.

The following information represents the activities and deliverables by project phase.

1. Phase I – Analysis of Outcomes:

Collecting and analyzing data on several domain areas critical to workforce development determining whether workforce outcomes are unequal, and in what ways. Identifies "what" about inequity in the system. The GRANTEES shall draw parallels wherever warranted and define the various intersectionality's within the data.

Data Analysis Phase I:	Proposed Requirements
Baseline Demographics: Age/Sex/Gender Identity or Expression/Race/Ethnicity/Prior Court Involvement/LEP/NEP/Identified Physical or Mental Disability/Religious Practices or Expression/Personal Appearance/Education/Ward	The GRANTEES shall analyze DOES' past and current data using the identified baseline demographics for its customers. This baseline analysis will inform the analyses required by the following sections.

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Returning Citizens:	Building upon its demographic analysis of DOES' customers, the GRANTEES shall analyze the impact of prior court involvement, including incarceration, on the effectiveness of workforce development training and the ability to obtain and maintain unsubsidized employment that will foster a path to the middle class.
LEP/NEP, Ethnicity, Religion, Culture, Personal Appearance:	Building upon its demographic analysis of DOES' customers, the GRANTEES shall analyze the impact of LEP/NEP, ethnicity, religious practices and expression, cultural practices and expression, personal appearance, gender identity and expression on the effectiveness of workforce development training and the ability to obtain and maintain unsubsidized employment that will foster a path to the middle class.
Education:	Building upon its demographic analysis of DOES' customers, the GRANTEES shall analyze the impact of education on the effectiveness of workforce development training and the ability to obtain and maintain unsubsidized employment that will foster a path to the middle class.

2. Phase II – Analysis of Research Allocation:

Assessment of financial resources distributed across the system identifying inequities of gaps in services. Who utilized and benefited from agency financial resources?

Data Analysis Phase II:	Proposed Requirements:
Local Funding:	The GRANTEES shall analyze DOES' past and current Local funding streams addressing participant barriers along the lines of: Age/Sex/Gender Identity or Expression/Race/Ethnicity/Prior Court Involvement/LEP/NEP/Identified Physical or Mental Disability/Religious Practices or Expression/Personal Appearance/Education/Ward that may present gaps in equitable services where, financially, one group may be benefiting more from DOES' services and proposing solutions enabling more equitable access for all District residents to be able to utilize agency resources.

Grantee's Initials: 

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Federal Funding:	The GRANTEES shall analyze DOES' past and current Federal funding streams addressing participant barriers along the lines of: Age/Sex/Gender Identity or Expression/Race/Ethnicity/Prior Court Involvement/LEP/NEP/Identified Physical or Mental Disability/Religious Practices or Expression/Personal Appearance/Education/Ward that may present gaps in equitable services where, financially, one group may be benefiting more from DOES' services and proposing solutions enabling more equitable access for all District residents to be able to utilize agency resources.
Grant Funding:	The GRANTEES shall analyze DOES' past and current Grant funding streams addressing participant barriers along the lines of: Age/Sex/Gender Identity or Expression/Race/Ethnicity/Prior Court Involvement/LEP/NEP/Identified Physical or Mental Disability/Religious Practices or Expression/Personal Appearance/Education/Ward that may present gaps in equitable services where, financially, one group may be benefiting more from DOES' services and proposing solutions enabling more equitable access for all District residents to be able to utilize agency resources.

3. Phase III – Analysis of Stakeholder Experience

Data on stakeholder experience is collected through focus groups and interviews with a variety of stakeholders in the system, including program participants, providers, city and community leaders, local government staff and other partners. Analyzing “the why” of systemic inequities.

Data Analysis Phase III:	Proposed Requirements:
Employers:	The GRANTEES shall conduct a survey given to a sample size of DOES' employer partners to gain a deeper understanding of the stakeholder experience and assessing whether the employers being surveyed take diversity, inclusion, and equity into consideration along the lines of: Age/Sex/Gender Identity or Expression/Race/Ethnicity/Prior Court Involvement/LEP/NEP/Identified Physical or Mental Disability/Religious Practices or Expression/Personal Appearance/Education/Ward within its public communication and outreach, contracting practices, and service delivery.

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Department of Employment Services

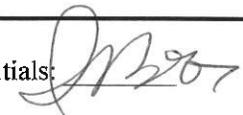
NOGA No.: DOES-EA-2021

Trainers:	The GRANTEES shall conduct a survey given to a sample size of DOES' training providers to gain a deeper understanding of the provider experience and assessing whether the trainers being surveyed takes diversity, inclusion, and equity into consideration along the lines of: Age/Sex/Gender Identity or Expression/Race/Ethnicity/Prior Court Involvement/LEP/NEP/Identified Physical or Mental Disability/Religious Practices or Expression/Personal Appearance/Education/Ward within its public communication and outreach, contracting practices, and service delivery.
Trainee Skillset:	The GRANTEES shall conduct a survey of past and current trainees participating in DOES' workforce programs to assess the skillsets of DOES' participants, and create a toolkit that DOES can use that can inform the agency about what skills are deemed more equitable along the lines of: Age/Sex/Gender Identity or Expression/Race/Ethnicity/Prior Court Involvement/LEP/NEP/Identified Physical or Mental Disability/Religious Practices or Expression/Personal Appearance/Education/Ward within its public communication and outreach, contracting practices, and service delivery.

4. Phase IV – Human Capital

Assessment of diversity and representation as well as readiness to address equity, diversity and creating services free of bias, prejudice and discrimination in work readiness curriculums, testing systems and national workforce programs.

Data Analysis Phase III:	Proposed Requirements:
Work Readiness:	The GRANTEES shall examine DOES' Work Readiness programming, considering areas where, locally, and nationally, employers have discriminated against a participant along the lines of: Age/Sex/Gender Identity or Expression/Race/Ethnicity/Prior Court Involvement/LEP/NEP/Identified Physical or Mental Disability/Religious Practices or Expression/Personal Appearance/Education/Ward, or how a potential employee's environment may be a barrier to a more equitable workplace. The GRANTEES shall recommend how DOES can approach its Work Readiness programs from a more informed space, utilizing equity as a means to prepare its participants with the tools to be successful in any workplace.

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Numeracy/Literacy testing:	The GRANTEES shall analyze DOES' past and current data with regards to numeracy and literacy testing, delving into how low numeracy/literacy testing score may impact how the greater workforce ecosystem responds to employing and/or not employing DOES participants along the lines of: Age/Sex/Gender Identity or Expression/Race/Ethnicity/Prior Court Involvement/LEP/NEP/Identified Physical or Mental Disability/Religious Practices or Expression/Personal Appearance/Education/Ward, and how DOES can advocate on behalf of its participants in order to eradicate low testing becoming a barrier to employment and charting a more equitable path for its participants that would allow access to high-paying, high-demand jobs by highlighting on-the-job-trainings as a way to keep the workforce, its practices and policies equitable.
Trades:	The GRANTEES shall analyze DOES' past and current data with regards to the trade services DOES provides and create a report pitting the agency's findings against national data for each of the trades, analyzing which trades prove to be more equitable or may lack a more equitable approach, when considering the Age/Sex/Gender Identity or Expression/Race/Ethnicity/Prior Court Involvement /LEP/NEP/Identified Physical or Mental Disability/Religious Practices or Expression/Personal

Reporting and Deliverables

The required program deliverables for the target groups are described below and should be submitted in accordance with the timeline below. Failure to provide the required reports shall constitute a breach of the NOGA. GRANTEE will be allowed an opportunity to cure. Failure to cure the breach may result in modification or termination of the grant award, at the sole discretion of DOES.

Reporting

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Preliminary Findings and Recommendations Report	1	Via email	30 days after conducting assessment
Item 2	Final Findings and Recommendations Report	1	Via email	30 days after end of performance period date

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Item 3	Monthly Status Report (OGARA)	1	Via email	Monthly by the 10th of the subsequent month
Item 4	Monthly Expenditure Report (OGARA) (if requested)	1	Via email	Monthly by the 10th of the subsequent month
Item 5	Close out Report	1	Via email	30 days after end of performance period date
Item 6	LEP/NEP Report	1	Via email	Quarterly

Deliverables

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Scope of Work Proposal	1	Via email	10 days after attainment
Item 2	Baseline Assessment and Data Analysis – Phase I	1	Via email	20 days after Scope of Work Proposal submitted
Item 3	Data Analysis – Phase II	1	Via email	20 days after submission and approval of Baseline Assessment and Data Analysis – Phase I
Item 4	Data Analysis – Phase III	1	Via Email	20 days after submission and approval Data Analysis – Phase II
Item 5	Data Analysis – Phase IV	1	Via email	20 days after submission and approval Data Analysis – Phase III
Item 6	Project Plan and Management	1	Via email	10 days after submission and approval Data Analysis – Phase III
Item 7	<i>Workshop 1: Analysis of Outcomes - Managers</i>	3	In-person or virtually	Within 30 days after Project Plan and Management report submittal
Item 8	<i>Workshop 2: Analysis of Resource Allocation - Managers</i>	3	In-person or virtually	Within 30 days after Workshop 1

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Item 9	<i>Workshop 3: Analysis of Stakeholder Experience - Managers</i>	3	In-person or virtually	Within 30 days after Workshop 2
Item 10	<i>Workshop 4: Human Capital - Managers</i>	3	In-person or virtually	Within 30 days after Workshop 3
Item 11	<i>Post Report Wrap-up</i>	1	Via email	Within 10 days after Workshop 4

All program reports and deliverables must be submitted to DOES per the schedule provided above, and final program deliverables must be submitted to DOES no later than the end of the grant period to:

ATTN: William Whitfield
Department of Employment Services (DCIA)
William.whitfield@dc.gov

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

Grantee's Initials: 

C. General Requirements

The GRANTEE must successfully complete the following during the period of performance:

- a. Monthly Meeting(s) (in person, telephone, etc.) as required.
- b. 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.
- c. 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.
- d. Participate in ongoing monitoring and evaluation activities led by DOES designated evaluator. These may include technical/virtual site visits, surveys, interviews, focus

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groups, administrative records review, and other data collection and evaluation strategies.

- 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. 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.
- g. GRANTEE shall comply with all CDC COVID-19 guidelines.
- h. GRANTEE shall ensure that each employee who provides goods or perform services in person in District of Columbia facilities or worksites, or who have in-person contact with other persons in order to complete their work under the grant has been either: (i) fully vaccinated against COVID-19, or (ii) if granted one of the exemptions identified in Section III of Mayor's Order 2021-099 by grantee, are undergoing weekly COVID-19 testing and only reporting to the workplace when such test result is negative, and (iii) are wearing masks while working.
- i. GRANTEE shall be responsible for ensuring compliance with Mayor's Order 2021-099 by their employees, and failure to do so may result in adverse consequences, including termination of the NOGA.

E. 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.

IV. PERIOD OF PERFORMANCE

The "DOES-EA-2021" will operate from date of award through 12 months thereafter.

A. Option Years

DOES reserves the sole right to exercise four (4) option years beyond the original period of performance, contingent upon the availability of funding and satisfactory performance



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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.

V. GRANT FUNDING

DOES provides the funds for this Grant. This program was designed by the GRANTEE in the application approved by DOES, based on the requirements provided in RFA No.: DOES-EA-2021. The requirements of the attached approved application and RFA No.: DOES-EA-2021 are incorporated into this NOGA by reference.

Grant funds shall only be used to support activities specifically outlined in the scope this NOGA.

Food is not an allowable expense under this grant.

Grantee's Initials: 

A. Grant Funding Amount

IBG Consulting Group is awarded \$145,970.00 to provide auditing of agency data services to the Department of Employment Services.

B. Payment Schedule

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

Payment #1 – Base Amount	Payment #2
50%	50%

Payment #1: - Base Amount:

This payment is contingent upon the successful completion of the following:

- Program Orientation
- Work Plan/Timeline

Payment #2:

This payment is contingent upon the successful completion of the following:

- Assessment Tool - Survey

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If GRANTEES do 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.

Grantee's Initials:

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

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.

VI. 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.

Any reports generated are the sole property of DOES. GRANTEE must receive prior written permission from DOES, in order to use or disclose any report or its contents.

GRANTEE shall, at the request of the District government, provide to the District

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government a certification of its compliance with Mayor's Order 2021-99.

VII. 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.

GRANTEE is required to comply with Mayor's Order 2021-99, COVID-19 Vaccination Certification Requirement for District Government Employees, Contractors, Interns, and Grantees, dated August 10, 2021, and all substantially similar vaccine requirements including any modification to this Order, unless and until they are rescinded or superseded.

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 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, Attachment B.

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, Attachment B.

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. 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.

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.



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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.
- Non-Profit Reimbursement Fairness Act of 2019

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.



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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.

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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'Ss 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 Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, 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 grant. 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 Grant Administrator. All insurance

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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 Grantee decide to engage a subcontractor for segments of the work under this grant and wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Grantee 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 Grant Administrator, 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 Grantee and the Grant Administrator. The Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor. If the Grantee 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 Grantee.

General liability, commercial auto, workers' compensation, and property insurance policies (if applicable to this agreement) 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 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 grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors, and not the additional insured. The additional insured status under the Grantee'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 Grant Administrator in writing. All of the Grantee'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 Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee 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.



B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the Grant Administrator 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 Grant Administrator 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 Grant Administrator 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 Grant Administrator 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 Grant Administrator of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the Grant Administrator 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 paragraphs 1,2 and 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 Grant Administrator 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 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



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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. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.

5. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the Grant Administrator 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) \$5,000,000 per occurrence and \$5,000,000 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.

C. 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.

- D. 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 grant and two years for non-construction related grants.
- E. 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 grant.
- F. GRANTEE'S PROPERTY. Grantee 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.
- G. 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.
- H. NOTIFICATION. The Grantee shall ensure that all policies provide that the Grant Administrator 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



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certificate. The Grantee shall provide the Grant Administrator with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the Grant Administrator with an updated Certificate of Insurance should its insurance coverages renew during the grant.

- I. **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 grant 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
lashaun.basil@dc.gov**

The Grant Administrator 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 grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the Grant Administrator 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 Grant Administrator on an annual basis as the coverage is renewed (or replaced).

- J. **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 subcontractors in the performance of this contract.
- K. **CARRIER RATINGS.** All Grantee's and its subcontractors' insurance required in connection with this grant 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.



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- 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.



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Department of Employment Services

NOGA No.: DOES-EA-2021

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-EA-2021
- b. RFA No.; DOES-EA-2021



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Department of Employment Services

NOGA No.: DOES-EA-2021

SIGNATURES

NOGA: DOES-EA-2021-01
GRANTEE: IBG Consulting Group, LLC
Federal Tax ID Number: [REDACTED]
Grant Amount: \$145,970.00
Authorized Representative Name: Iris Bond-Gill
Authorized Representative Title: Chief Executive Officer

As the duly authorized representative of IBG Consulting Group, LLC, I hereby certify that the GRANTEE will comply with the terms of NOGA: DOES-Equity Audit-2021 the attached proposal submitted in response to RFA No.: DOES-EA-2021 and that the statements and certifications included in this NOGA are true and accurate.

On behalf of IBG Consulting Group, I understand and agree to the terms and conditions of this NOGA and RFA No.: DOES-EA-2021 and hereby certify my authority to execute this NOGA on GRANTEE's behalf.

Iris Bond Gill
 Signature of Authorized Representative

9/29/2021
 Date

Iris Bond Gill
 Printed Name of Authorized Representative

Chief Executive Officer
 Title of Authorized Representative

To Be Completed By The District of Columbia:

 Nicole Chapple
 Department of Employment Services
 Grant Officer

 Date

Grantee's Initials: IBG

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Department of Employment Services

NOGA No.: DOES-PROP-2021-10



NOTICE OF GRANT AWARD (NOGA)

Information Page

NOGA No.: DOES-PROP-2021-10

GRANTEE: Capitol Bridge

Tax ID#/EIN: [REDACTED]

Award Begin Date: September 29, 2021

Award End Date: September 28, 2022

Grant Award Amount: \$159,440.00

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

DOES Program Office Point of Contact Information:

Name: Ulysses Glen

Email: Ulysses.glen1@dc.gov

Phone: 202-698-4201

GRANTEE Point of Contact Information:

Name: Christopher MacTaggart

Email: christopher.mactaggart@capitolbridge.com

Phone: 412-616-4937

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Department of Employment Services

NOGA No.: DOES-PROP-2021-10

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-PROP-2021-10 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 connects District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. DOES, a proud partner of the American Job Center, is an equal opportunity employer/service provider. Translation and interpretation services are available upon request to persons with limited or no English proficiency and auxiliary aids and services to persons with disabilities.

DOES, through its Division of State Initiatives (DSI) operates transitional employment programs—Project Empowerment (PE) and D.C Career Connections (DCCC) --- serving individuals facing barriers and in need of specialized employability development services.

Annually, nearly 1,200 individuals participate in employability development programming through PE and DCCC—initiatives serving young adult and adult job seekers from wards of the city experiencing both high crime and high unemployment. The populations present with varying challenges which are addressed as they move through each program component in preparation for gainful employment. Challenges include but are not limited to: lack of a high school diploma or GED, prior incarceration, homelessness, job cycling and long periods of unemployment, and substance abuse histories.

The program model offers participants critical employability development services including life skills and job readiness training, counseling and case management, subsidized work experience, occupational skills training, educational remediation, job coaching, retention and follow up services along with access to vital supportive services. All services are focused on preparing participants to successfully transition to gainful unsubsidized employment in viable industry sectors.

II. SCOPE

Under this NOGA, the GRANTEE has been awarded grant funds in the amount of \$159,440.00 to conduct focused employer and stakeholder outreach, collect vital information on hiring trends, skills requirements/skills gaps, and job opportunities for returning citizens and other residents experiencing employment challenges. The information gathered will be captured in a database that will serve as a centralized hub of information for DOES.

The primary objective of this project is to engage both large and small employers in order to establish a “feedback loop” that provides insight and guidance on how to better serve the employment needs of new and returning citizens within the District.

A. Pre-Program Requirements

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Department of Employment Services

NOGA No.: DOES-PROP-2021-10

1. Prior to the start of the program, GRANTEE must successfully complete:

- a. DOES Virtual Orientation
- b. All DOES mandatory meetings

B. General Requirements

The GRANTEE must successfully complete the following during the period of performance:

a. GRANTEE must provide programming as outlined in the proposal submitted in response to the Notice of Funding Availability (NOFA) Fiscal Year 2021. The approved proposal is attached hereto and made part of this NOGA.

Grantee's Initial NTJ

- b. GRANTEE shall collect employer information relative to the skills requirements, hiring and retention of returning citizens and post to an online database with 50 companies/employers.
- c. GRANTEE shall establish a stakeholder board and hold monthly meetings to review employer engagement strategies, discuss findings, and determine need for process changes.
- d. GRANTEE shall conduct quarterly focus groups with DOES and employers, where feedback is collected.
- e. GRANTEE shall comply with all CDC COVID-19 guidelines.
- f. GRANTEE shall ensure that each employee who provides goods or perform services in person in District of Columbia facilities or worksites, or who have in-person contact with other persons in order to complete their work under the grant has been either: (i) fully vaccinated against COVID-19, or (ii) if granted one of the exemptions identified in Section III of Mayor's Order 2021-099 by grantee, are undergoing weekly COVID-19 testing and only reporting to the workplace when such test result is negative, and (iii) are wearing masks while working.
- g. GRANTEE shall be responsible for ensuring compliance with Mayor's Order 2021-099 by their employees, and failure to do so may result in adverse consequences, including termination of the NOGA.
- h. 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

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activities and outcomes.

- i. GRANTEE shall participate in ongoing monitoring and evaluation activities led by the DOES designated evaluator. These may include technical/virtual site visits, surveys, interviews, focus groups, administrative records review, and other data collection and evaluation strategies.
- j. 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.
- k. GRANTEE shall attend and comply with all DOES meetings, onboarding trainings, and meetings held by the Office of Grants Administration and Resource Allocation.
- l. Food for staff and participants enrolled in the program is not an allowable expense under this grant

D. Reporting/Deliverables

The required program deliverables for the target groups are described below and should be submitted in accordance with the designated timeline. Failure to provide required reports shall constitute a breach of the NOGA. GRANTEE will be allowed an opportunity to cure. Failure to cure the breach may result in modification or termination of the grant award, at the sole discretion of DOES.

Reporting

Reporting Requirements	Method of Delivery	Frequency
Program Timeline/Schedule	Via email	Prior to start of program
Program Summary Narrative	Via email	Bi-weekly
Expenditure Report	Via email	Monthly by the 10th
Language Access Report	Via email	Quarterly

Deliverables

Deliverables	Due Date
<ul style="list-style-type: none"> • Develop initial contact scripts • Establish internal database of information collected during outreach program based on initial scripts • Begin active contact with employers, collecting information regarding compatible employment opportunities and posting to online database 	<p>Within the 1st month</p>

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Department of Employment Services

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<ul style="list-style-type: none"> • Work with DOES in establishing governance board, reporting objectives, reporting format. • Provide access to database and ad-hoc reporting tools for District stakeholders 	
<ul style="list-style-type: none"> • Hold initial focus group session • Prepare narrative report based on data collected, employee feedback and governance board-decided objectives • Continue updating functionality of database based on lessons learned 	<p align="center">Within the 3rd month</p>
<ul style="list-style-type: none"> • Monthly meetings of stakeholder board to provide input and guidance on process and outcomes 	<p align="center">Month 4-12</p>
<p>Close-Out Report</p>	<p align="center">30 days after the end of the program throughout the life of the grant</p>

Outcomes

- Employer feedback that can be used by DOES and other community service providers to inform decision making and enhance hiring of returning citizens.
- Enhanced engagement of employers to ensure win-win partnerships in the recruitment, hiring, and retention of District residents facing employment challenges
- Improvements in workforce development programming for returning citizens and others facing employability barriers

All program reports and deliverables must be submitted to DOES per the schedule provided above, and final program deliverables must be submitted to DOES no later than the end of the grant.

ATTN: Ulysses Glen
 Department of Employment Services
 4058 Minnesota Avenue, NE
 Washington, D.C. 20019
 ulysses.glen@dc.gov

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

Grantee's Initials: NTJ

Changes to Scope

Grantee's Initials: NTJ

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.

IV. PERIOD OF PERFORMANCE

The NOGA will operate for one year from date of award.

A. Option Years

DOES reserves the sole right to exercise three (3) 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.

V. GRANT FUNDING

DOES provides funding for this Grant. This program was designed by the GRANTEE in the proposal approved by DOES, based on the requirements provided in the NOFA. The requirements of the attached approved proposal and NOGA-PROP-21-10 are incorporated into the NOGA by reference. Grant funds shall only be used to support activities specifically outlined in the scope in this NOGA.

Grantee's Initials: NTJ

A. Grant Funding Amount

The grant award for this NOGA is \$159,440.

B. Payment Schedule

There are two (2) payment categories listed below each representing a specific percentage of the total grant amount:

Payment 1: Base Payment: (35%)

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

- DOES Virtual Orientation Meeting
- Mandatory Pre-Program Training (if applicable)

The maximum amount that can be invoiced for payment #1 is \$55,804.

Payment 2: (65%)

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This payment will be issued out 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. Submission of monthly program report & monthly expenditure report required with invoice.

The maximum amount that can be invoiced for payment #2 is \$103,636.

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's Initials: NTJ

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

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.

VI. Monitoring

DOES is responsible for monitoring and evaluating the program and may make periodic scheduled and unscheduled virtual or in-person monitoring visits. 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 investigation of known or suspected incidents of fraud, program abuse, or criminal conduct, by appropriate District or federal authorities.

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During virtual or in-person monitoring visits, GRANTEE shall provide access to facilities, books, documents, papers, records, computer records and electronic storage media, pertinent to GRANTEE's performance under the grant award, as deemed necessary by DOES, D.C. Auditor, any applicable federal department, the Comptroller General of the United States, or any of their duly authorized representatives, to monitor and audit GRANTEE's performance under the grant. This right of access also includes timely and reasonable access to GRANTEES' personnel and participants for the purpose of interviews and discussions related to such monitoring.

Any reports generated are the sole property of DOES. GRANTEE must receive prior written permission from DOES, in order to use or disclose any report or its contents.

GRANTEE shall, at the request of the District government, provide to the District government a certification of its compliance with Mayor's Order 2021-99.

VII. 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 pay the current living wage or higher to all employees working on the grant award.

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.

GRANTEE is required to comply with Mayor's Order 2021-99, COVID-19 Vaccination Certification Requirement for District Government Employees, Contractors, Interns, and Grantees, dated August 10, 2021, and all substantially similar vaccine requirements including any modification to this Order, unless and until they are rescinded or superseded.

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 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.

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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 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.

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.
- Non-Profit Reimbursement Fairness Act of 2019

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.

Grantee's Initials: NTJ

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'Ss 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

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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 Grantee at its sole expense shall procure and maintain, during the entire period of performance under this grant, 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 grant. 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 Grant Administrator. 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 Grantee decide to engage a subcontractor for segments of the work under this grant and wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Grantee 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 Grant Administrator, 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 Grantee and the Grant Administrator. The Grantee must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor. If the Grantee 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 Grantee.

General liability, commercial auto, workers' compensation and property insurance policies (if applicable to this agreement) 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 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 grant, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors, and not the additional insured. The additional insured status under the Grantee'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 Grant Administrator in writing. All of the Grantee'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 Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee 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.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the Grant Administrator 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 Grant Administrator 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 Grant Administrator 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 Grant Administrator 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 Grant Administrator of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the grant is performed.

Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the Grant Administrator of employer's liability insurance as follows: \$500,000 per

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accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

All insurance required by paragraphs 1,2 and 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 Grant Administrator 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. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.
5. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the Grant Administrator 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) \$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.

C. 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.

- D. **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 grant and two years for non-construction related grants.
- E. **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 grant.
- F. **GRANTEE'S PROPERTY.** Grantee and subcontractors are solely responsible for any

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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.

- G. **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.
- H. **NOTIFICATION.** The Grantee shall ensure that all policies provide that the Grant Administrator 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 Grant Administrator with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the Grant Administrator with an updated Certificate of Insurance should its insurance coverages renew during the grant.
- I. **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 grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

**and mailed to the attention of:
Vanessa Black
4058 Minnesota Avenue, NE
Washington, DC 20019
vanessa.black@dc.gov**

The Grant Administrator 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 grant, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the Grant Administrator 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 Grant Administrator on an annual basis as the coverage is renewed (or replaced).

- J. **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 subcontractors in the performance of this contract.
- K. **CARRIER RATINGS.** All Grantee's and its subcontractors' insurance required in connection with this grant shall be written by insurance companies with an A.M. Best

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Department of Employment Services

NOGA No.: DOES-PROP-2021-10

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 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. Application Submitted for NOFA Fiscal Year 2021

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Department of Employment Services

NOGA No.: DOES-PROP-2021-10

SIGNATURES

NOGA: DOES-PROP-2021-10
 GRANTEE: Capitol Bridge
 Federal Tax ID Number: [REDACTED]
 Grant Amount: \$159,440.00
 Authorized Representative Name: Nicholas Jordan
 Authorized Representative Title: Managing Partner

As the duly authorized representative of the GRANTEE, I hereby certify that the GRANTEE will comply with the terms of NOGA: DOES-PROP-2021-10. The attached proposal submitted in response to and that the statements and certifications included in this NOGA are true and accurate.

On behalf of the GRANTEE, I understand and agree to the terms and conditions of this NOGA No: DOES-PROP-2021-10 and hereby certify my authority to execute this NOGA on GRANTEE's behalf.

Nicholas Jordan
 Signature of Authorized Representative

September 27, 2021
 Date

Nicholas Jordan
 Printed Name of Authorized Representative

Managing Partner
 Title of Authorized Representative

To Be Completed By The District of Columbia:

Nicole Chapple
 Nicole Chapple
 Department of Employment Services
 Grant Officer

9/30/2021
 Date

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Department of Employment Services

NOGA No.: DOES-WRGI-2021



NOTICE OF GRANT AWARD (NOGA)

Information Page

RFA No.: DOES-WRGI-2021
NOGA No.: DOES-WRGI-2021-06
GRANTEE: Dramatic Solutions, Inc.
Tax ID#/EIN: [REDACTED]
Award Begin Date: June 21, 2021
Award End Date: June 22, 2022
Grant Award Amount: \$50,000

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 Program and Provider 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: 202-698-5043

GRANTEE Point of Contact Information:

Name: Carmen White

Email: dramadoctors@gmail.com

Phone: 202- 4387031

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Department of Employment Services

NOGA No.: DOES-WRGI-2021

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-WRGI-2021-06 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

In support of its mission, DOES Office of Youth Programs administers the Marion S. Barry Summer Youth Employment Program (MBSYEP), an annual, short-term, locally funded workforce development training program that connects youth with enriching and constructive summer work experiences through subsidized and unsubsidized placements with non-profit, private, local and federal government Host Employers.

Through MBSYEP, youth (1) earn money; (2) gain meaningful work experience; (3) are exposed to high demand career industries; (4) interact with dynamic working professionals in a positive work environment; and (5) learn and develop the skills, attitudes, and commitment necessary to succeed in today's evolving workforce

II. SCOPE

The District of Columbia Department of Employment Services (DOES), through its Office of Youth Programs (OYP), is seeking qualified organizations to provide high quality, structured workforce development training for District youth ages 14 to 21 with and without special needs (youth) that will prepare youth for purposeful and developmentally appropriate employment and career exploration opportunities.

MBSYEP Work Readiness/Growth Industry Grant Program

GRANTEES shall deliver high quality, structured workforce development training in the following categories.

- A. Work Readiness
- B. Growth Industry

Work Readiness Grant Program

GRANTEES shall deliver high quality, structured technical employability skills training necessary to succeed in today's evolving workforce, including the below.

- Career/job search techniques
- Values clarification and personal development
- Preparation of resumes and job applications
- Interview techniques including appropriate attire for interviews
- Appropriate attire for various occupations
- Appropriate follow-up services

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GRANTEES shall deliver high quality, structured financial literacy training that teaches basic personal financial management skills such as balancing a checkbook and understanding the basic principles of earning, spending, saving, and credit.

GRANTEES shall deliver high quality, structured trainings to develop “non-technical” skills, abilities, and traits necessary to succeed in today's evolving workforce, including the below.

- Communication and Conflict Resolution Skills
- Problem Solving Skills
- Critical Thinking Skills
- Self-Direction
- Personal Qualities and Work Ethics
- Time Management
- Workplace Etiquette

Growth Industry Grant Program

GRANTEES shall provide high quality, structured Growth Industry Sector (GIS) training, including the below.

- a. **Exposure** – In stage one, youth are exposed to the GIS, including the identification, gathering, evaluating, and synthesizing of evidence, information, and ideas. This can include introducing a new concept, ex. starting a new business, environmental projects (gardening), building or designing a computer application. Youth can gain exposure to these areas interfacing with industry professionals through field trips, lectures, or visits to the worksite.

In some cases, youth may be engaging in fields that are fully developed; however, they should be exposed to learning experiences that actively engage them in the process of re-discovery and to help them gain a deeper understanding of the GIS. In this stage, GRANTEES are fully responsible for structuring programming and the approach used for investigation/creative exploration. Through exposure and activities, youth gain a deeper understanding of their chosen GIS.

- b. **Experience** – Youth in this stage should participate in exploration of a GIS and are gaining discipline-appropriate tools and knowledge through hands-on experiences. Experience-level activities offer youth practice working in practical settings and developing a plan for approaching issues affecting the proposed GIS, the answers to which may be either known or unknown. Youth in this stage acquire soft and hard skills that they may have opportunities to put to everyday use. Or they may work to develop the skills needed to be successful in a GIS. For instance, a youth who is designing and developing a computer application would learn a specific computer program. In either case, they continue to refine their experiences and to learn discipline appropriate tools.

- c. **Final Report** – Youth undertaking a capstone project rationalize the skills developed over the course of the first two (2) stages in order to produce a project that encapsulates the overall six- week experience. The level of independence of the capstone phase will vary

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Department of Employment Services

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considerably: some disciplines are characterized by a high degree of autonomy and solo work; others typically generate knowledge in the context of teamwork or collaboration. Regardless, the work of this phase allows youth to organize and synthesize knowledge and skills acquired in a wide array of settings and situations over the course of the program under the guidance of the GRANTEES. GRANTEES are required to submit a summary or outline of their proposed capstone project. Upon completion of the program, GRANTEES may submit the final capstone project through various forms (CD's, videos/photographs, invitation to performances, hard copies of completed books, and etc.).

GRANTEES shall offer high quality, structured GIS training in at least one of the following sectors.

1. Agricultural/Environmental

Programs that educate youth on the state of our environment, the relationship to the environment, food and water supplies, workforce theories and practices that are considered "environmentally friendly," and related high demand career choices.

2. Information Technology/Telecommunications

Programs that educate youth on the uses of computer hardware, software, and other forms of technology, emphasizing the increasing and novel reliance on technology, the attendant increasing need for systems and data privacy, how technology impacts the evolving workforce and related high demand career choices. Last, all programming should introduce potential related career choices.

3. Media/Publications/Communications/Entertainment

Programs that educate youth on the exploration of the technical aspects of media production, arts management, and developmental processes of the arts, artistic techniques, applications of the particular genre and related high demand careers.

4. Business/Professional Services

Programs that educate youth on navigating organizational cultures, working effectively with groups of co-workers and individuals in management positions, meeting expectations of the virtual or in-person work-place environment, and acquiring skills necessary to succeed in today's evolving workforce, and related high demand career choices.

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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B.1. Program Requirements

The GRANTEES shall:

- Deliver a maximum of 20 hours per week to youth ages 14-15 and a maximum of 25 hours per week to youth ages 16-21. This is based on an average of five (5) days per week, with a minimum of four (4) hours of contact per day, per participant ages 14-15; and a minimum of five (5) hours of contact per day, per participant ages 16-21.
- Provide documentation that proves their ability to serve youth with special needs, if submitting proposals to provide service for youth with special needs. All trainings should assist youth with individual employment needs and improve their individual marketability necessary to succeed in today's evolving workforce.
- Undergo background checks as mandated by the Child and Youth, Safety and Health Omnibus Amendment Act of 2004 (CYSHA).
- Provide appropriate follow up services, as required by youth, throughout the grant term.

B.2. General Requirements

1. The GRANTEE must successfully complete the following during the period of performance:
 - a. Monthly Meeting(s) (in person, telephone, etc.) as required
 - b. Where applicable, submission of monthly, bi-weekly, or weekly reports.
 - c. GRANTEE must provide programming as outlined in the proposal the GRANTEE submitted in response to RFA No.: DOES-WRGI-2021. The proposal is attached hereto and is made a part of this NOGA.

GRANTEE's Initials: CW
 - d. The GRANTEE must 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.
 - 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

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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.
- g. 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.
- h. 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.
- i. GRANTEES shall collect data regarding contact with persons with Limited English Proficient (LEP) and Non-English Proficient (NEP) and report this data to DOES Language Access Coordinator on a quarterly basis.
- j. GRANTEES shall provide interpretation services and translation of vital documents for persons with LEP/NEP. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- k. 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 funded by DOES.

C. Reporting/Deliverables

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

Reporting

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
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Item 1	Monthly Status Report (OGARA)	1	Via email	Monthly by the 10th of the subsequent month
Item 2	Monthly Expenditure Report (OGARA) – If Requested	1	Via email	Monthly by the 10th of the subsequent month
Item 3	Close out Report	1	Via email	30 days after grant end date
Item 4	LEP/NEP Report	1	Via email	Quarterly

Deliverables

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Work Plan	1	Via email	Two weeks after Award
Item 2	Site Visit #1	1	Via email	Date provided by Program
Item 3	Time entry for weeks 1-6	1	Via email	Per Pay Period
Item 4	Site Visit #2	1	Via email	Date provided by Program

All program reports and deliverables must be submitted to DOES per the schedule provided above.

1. **Participant Files** – GRANTEES are required to complete and submit a participant file for every participant in the program, with strategic categories selected. A hard copy of ALL participant files must be submitted to DOES via mail with a postmark date no later than 30 days after the end of the grant. All files must be mailed to:

ATTN: Nishelle Goins
 Department of Employment Services
 4058 Minnesota Avenue, Suite 2000, NE
 Washington, D.C. 20019

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

GRANTEE's Initials: CW

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-

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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 “Marion S. Barry Summer Youth Employment Program Work Readiness & Growth Industry Sector” grant will operate for one year form the 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.

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-WRGI-2021 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES- WRGI-2021, this NOGA and the attached proposal.

GRANTEE’s Initials: CW

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-WRGI-2021, this NOGA and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-WRGI-2021, this NOGA and the attached proposal.

A. Grant Funding Amount

The GRANTEE is awarded \$50,000.

B. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the Grant Agreement. There are four (4) 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%

GRANTEE’s Initials: CW

DOES POH 2022 Q18_NOGA Grants

Department of Employment Services

NOGA No.: DOES-WRGI-2021

PAYMENT #1 – Base Amount 25%: Upon receipt of staff clearances (must meet ratio 12:1), training plans, attendance to mandatory OYP HCA orientation, and completed Pre-Program Worksite Visit form, as required before the start of the program.

PAYMENT #2 – 25%: Upon receipt of successful completion of Site Visit #1 Report Form Attestation form of time entry for weeks 1-3.

PAYMENT #3 – 25%: Upon receipt of Attestation form of time entry for weeks 4-5.

PAYMENT #4 – 25%: Upon receipt of Site Visit #2 Report Form, Attestation form of time entry for week 6 and Attestation form for final report as detailed.

GRANTEE, if requested, 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's Initials: CW

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

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

DOES POH 2022 Q18_NOGA Grants

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 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 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.

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

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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.

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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.

GRANTEE's Initials: CW

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

DOES POH 2022 Q18_NOGA Grants

subcontractor for segments of the work under this contract and wish to propose different insurance requirements than outlined below, 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 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 Contractor 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

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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. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.
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**

DOES POH 2022 Q18_NOGA Grants

Department of Employment Services

NOGA No.: DOES-WRGI-2021

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 Basil
Grant Specialist
Lashaun.basil@dc.gov**

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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

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- 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-WRGI-2021
- b. RFA No.: DOES-WRGI-2021

DOES POH 2022 Q18_NOGA Grants

Department of Employment Services

NOGA No.: DOES-WRGI-2021

SIGNATURES

NOGA:	DOES-WRGI-2021-06
GRANTEE:	Dramatic Solutions, Inc.
Federal Tax ID Number:	XXXXXXXXXX
Grant Amount:	\$50,000
Authorized Representative Name:	Carmen White
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-WRGI-2021-06 the attached proposal submitted in response to RFA No.: DOES-ISYI-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-WRGI-2021 and hereby certify my authority to execute this NOGA on GRANTEE's behalf.

<u>Carmen White</u>	<u>6/16/2021</u>
Signature of Authorized Representative	Date

Carmen White
Printed Name of Authorized Representative

President
Title of Authorized Representative

To Be Completed By The District of Columbia:

<u>Nicole Chapple</u>	<u>06/21/21</u>
Department of Employment Services	Date
Grant Officer	



NOTICE OF GRANT AWARD (NOGA)

Information Page

RFA No.: DOES-TW-2020

NOGA 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: 202-671-1900

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: Regina Robinson
Email: Regina. Robinson3@dc.gov

Phone: 202-698-5778

Grantee 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:

- o 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

SIGNATURES

NOGA: DOES-TW-2020-02

Grantee: Innovative Day

Federal Tax ID Number: [REDACTED]

Grant Amount: \$120,000

Authorized Representative Name: Shinavia 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.: 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

Shinavia 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



NOTICE OF GRANT AWARD (NOGA)

Information Page

RFANo.: DOES-TW-2020

NOGA 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: 202-671-1900

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: Regina Robinson
Email: Regina.Robinson3@dc.gov
Phone: 202-698-5778

Grantee Point of Contact Information:

Name: Tonya Ridley
Email: tridley@timeforchange-tlc.com
tlc.com
Phone: (202) 765-1265

Tax ID#/EIN: [REDACTED]

Grantee's Initials: 

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:

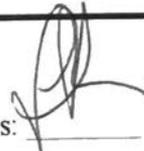


Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Work Plan	1	Via Email	Due two weeks after award
Item 2	Individual Employment Plans	Per Participant	Via email	At the time of enrollment
Item 3	Updated Individual Employment Plans	Per Participant	Via email	Quarterly
Item 4	Sign in 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

Grantee’s Initials: 

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

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.

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

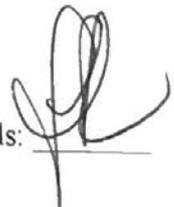
5. Termination for the Convenience of the District

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

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end, positioned over a horizontal line.

SIGNATURES

NOGA: DOES-TW-2020-01

Grantee: Time For Change

Federal Tax ID Number: [REDACTED]

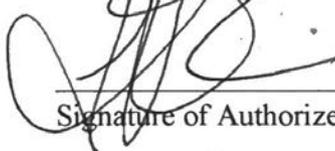
Grant Amount: \$80,000.00

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. / 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

Nicole Chapple
Department of Employment Services
Grant Officer

10/28/2020

Date

Grantee's Initials: 

DOES POH 2022 Q18_NOGA Grants**NOTICE OF GRANT AWARD (NOGA)**

Information Page

RFA No.: DOES-DTI-2021

NOGA No.: DOES-Dress to Impress 2021

GRANTEE: Martha's Table, Inc.

Tax ID#/EIN: [REDACTED]

Award Begin Date: August 26, 2021

Award End Date: December 31, 2021

Grant Award Amount: \$122,793.00

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

DOES Program Office Point of Contact Information:

Name: Dr. Jesse Snead

Email: Jesse.sneed3@dc.gov

Phone: 202-698-5599

GRANTEE Point of Contact Information:

Name: Laura Grossman

Email: lgrossman@marthastable.org

Phone: 202-885-9613

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The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-Dress to Impress-2021 between DOES and Martha's Table, 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 connects District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. DOES, a proud partner of the American Job Center, is an equal opportunity employer/service provider. Translation and interpretation services are available upon request to persons with limited or no English proficiency. Auxiliary aids and services are available upon request to persons with disabilities.

DOES, through its Division of State Initiatives (DSI), oversees programs designed to serve District residents experiencing multiple barriers to obtaining permanent, unsubsidized employment, including previous incarceration, history of homelessness or substance abuse, and/or educational deficiencies. DOES DSI programs, Project Empowerment (PE) and DC Career Connections (DCCC), are designed according to the nationally recognized transitional jobs network program model. PE and DCCC provide job readiness and life skills training, short-term subsidized work experience, as well as ancillary services with the goal of providing participants with the tools and experience necessary to obtain permanent, unsubsidized employment and a pathway to the middle class.

DOES DSI issued an RFA is seeking qualified organizations to provide age and gender appropriate business attire and grooming assistance to 250 DSI program participants in both Project Empowerment (PE) and DC Career Connections (DCC). DOES DSI seeks to expand its services to District residents, age 20 and over, with multiple barriers to employment, including homelessness, justice involvement, substance abuse, and job instability.

II. PROGRAM SCOPE

Under this NOGA, the GRANTEE has been awarded grant funds in the amount of \$122,793.00 to provide services as outlined in GRANTEE'S approved application submitted in response to RFA No.: DOES-DTI-2021. The approved application and RFA No.: DOES-DTI-2021 are attached hereto and made a part of this NOGA.

GRANTEE'S Initials: KRF

A. Pre-Program Requirements

1. Prior to the start of the program, GRANTEE must successfully complete:
 - a. DOES Virtual Orientation
 - b. All DOES mandatory meetings

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c. DOES Site Monitoring Visit

B. General Requirements

The GRANTEE must successfully complete the following during the period of performance:

1. Provide age and gender appropriate business attire for qualified program participants.
2. 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.
3. 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.
4. 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.
5. Attend and comply with all DOES meetings, onboarding trainings, and meetings held by the Office of Grants Administration and Resource Allocation.

C. Reporting/Deliverables

The required program deliverables for the target groups are described below and should be submitted in accordance with the timeline below. Failure to provide the required reports shall constitute a breach of the NOGA. GRANTEE will be allowed an opportunity to cure. Failure to cure the breach may result in modification or termination of the grant award, at the sole discretion of DOES.

Reporting

Reporting Requirements	Method of Delivery	Frequency
Participants Case Notes	Via email	Prior to start of program
Monthly Status Report	Via email	Monthly by the 10th
Expenditure Report	Via email	Monthly by the 10 th of the subsequent month
Language Access Report	Via email	Quarterly

Deliverables

Items	Deliverables	Due Date
Item 1	One in person classroom presentation, during the DOES DSI job readiness training, on the importance of age and gender appropriate	1st week of JRT

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	business attire and incorporating personal style into professional appearance to attaining and maintaining gainful employment.	
Item 2	One in-person personalized styling consultation with a verified stylist to allow the qualified program participants the opportunity to ask questions about their personal style and how to incorporate it into their professional appearance.	1 st week of JRT
Item 3	Provide assessment of required age and gender appropriate business attire for qualified program participants.	1 st week of JRT (in-person)
Item 4	One in-person measurement consultation to be conducted at DOES headquarters, where qualified program participants will be sized and fitted for all age and gender business attire, to be provided.	1 st week of JRT (in-person)
Item 5	Service Reports <ul style="list-style-type: none"> • How many participants served? • Gender identification of each participant served • Orders not filled due to graduate non-compliance 	No later than (5) days after graduation of each cohort
Item 6	<ul style="list-style-type: none"> • Copy of Receipts for professional attire and grooming • Copy of Wardrobe Consultations • Invoice 	Monthly

Outcomes	Target
Percentage of participants who are successfully clothed.	70%

All program reports and deliverables must be submitted to DOES per the schedule provided above, and final program deliverables must be submitted to DOES no later than the end of the grant.

ATTN: Dr. Jesse Sneed
 Department of Employment Services
 4058 Minnesota Avenue, NE
 Washington, D.C. 20019
 Jesse.sneed3@dc.gov

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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 data, information, process, procedure, or product from this program, prior to the proposed use or distribution.

GRANTEE'S Initials: KRF

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.

IV. PERIOD OF PERFORMANCE

The "DOES-Dress to Impress-2021" will operate from date of award through December 31, 2021.

A. Option Years

DOES reserves the sole right to exercise three (3) 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.

V. GRANT FUNDING

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.

GRANTEE shall 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.

GRANTEE shall use grant funds only to support activities specifically outlined in this NOGA.

GRANTEE'S Initials: KRF

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A. Grant Funding Amount

GRANTEE is awarded \$122,793.00

B. Payment Schedule

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 upon successful completion of the following:

- DOES Virtual Orientation Meeting
- Pre-Program Site Visit
- Mandatory Pre-Program Training (if applicable)
- Virtual One Stop (VOS) Training (if applicable)

The maximum amount that can be invoiced for payment #1 is \$61,396.50

Payment 2: (50%)

This payment will be issued out on a monthly cost reimbursement basis. Each month’s payout will be determined by the eligible expenses and documentation provided by the grantee. Submission of monthly expenditure report required with invoice. Receipts identifying, by line, the wholesale price value for each item provided to each participant.

The per participant cost is:

Participants	Cost
1-174	\$350.83
175	\$352.08

The maximum amount that can be invoiced for payment #2 is \$61,396.50

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’S Initials: KRF

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

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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

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.

VI. Monitoring

- A. DOES is responsible for monitoring and evaluating the program and may make periodic scheduled and unscheduled virtual or in-person monitoring visits. 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 investigation of known or suspected incidents of fraud, program abuse, or criminal conduct, by appropriate District or federal authorities.
- B. During virtual or in-person monitoring visits, GRANTEE shall provide access to facilities, books, documents, papers, records, computer records and electronic storage media, pertinent to GRANTEE's performance under the grant award, as deemed necessary by DOES, D.C. Auditor, any applicable federal department, the Comptroller General of the United States, or any of their duly authorized representatives, to monitor and audit GRANTEE's performance under the grant. This right of access also includes timely and reasonable access to GRANTEES' personnel and participants for the purpose of interviews and discussions related to such monitoring.
- C. Any reports generated are the sole property of DOES. GRANTEE must receive prior written permission from DOES, in order to use or disclose any report or its contents.

VII. Compliance

- A. 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.
- B. GRANTEE shall pay the current living wage or higher to all employees working on the grant award.

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- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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. 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.
- H. 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.
- I. 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.

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- 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.
- Non-Profit Reimbursement Fairness Act of 2019

J. Confidentiality of Records

1. 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.
2. 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.
3. No person receiving information concerning a participant shall publish or use the information for any purpose other than that for which it was received.
4. 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).
5. 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.

GRANTEE'S Initials: KRF**K. Additional Requirements**

DOES POH 2022 Q18_NOGA Grants**1. Indemnification Clause**

- a. 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.
- b. 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'Ss 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 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 Grant Administrator 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 Grant Administrator. 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 Grantee decide to engage a Contractor for segments of the work under this contract and wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the Contractor, the Grantee shall submit in writing the name and brief description of work to be performed by the Contractor on the Contractors Insurance Requirement Template provided by the Grant Administrator, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the Contractor and promptly deliver such requirements in writing to the Grantee and the Grant Administrator. The Grantee must provide proof of the Contractor's required insurance prior to commencement of work by the Contractor. If the Grantee decides to engage a Contractor without requesting from ORM specific insurance requirements for the Contractor, such Contractor shall have the same insurance requirements as the Grantee.

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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 Contractors (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 Contractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its Contractors, and not the additional insured. The additional insured status under the Grantee's and its Contractors' 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 Contractors' 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 Contractors, or anyone for whom the Grantee or its Contractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its Contractors 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 Contractors.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the Grant Administrator 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 Grant Administrator 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.

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2. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the Grant Administrator 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 Grant Administrator 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 Grant Administrator 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 Grant Administrator 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 Grant Administrator 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 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. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.
5. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the Grant Administrator 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) \$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.

DOES POH 2022 Q18_NOGA Grants**C. 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.

D. 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.

E. 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.

F. GRANTEE'S PROPERTY. Grantee and Contractors 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.

G. 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.

H. NOTIFICATION. The Grantee shall ensure that all policies provide that the Grant Administrator 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 Grant Administrator with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the Grant Administrator with an updated Certificate of Insurance should its insurance coverages renew during the contract.

I. 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 grant number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:

Vanessa Black

4058 Minnesota Avenue, NE Washington, DC 20019

(202) 698-5808

vanessa.black@dc.gov

The Grant Administrator 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

DOES POH 2022 Q18_NOGA Grants

prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the Grant Administrator 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 Grant Administrator on an annual basis as the coverage is renewed (or replaced).

- J. **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 Contractors in the performance of this contract.
- K. **CARRIER RATINGS.** All Grantee's and its Contractors' 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 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

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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:

RFA No.: DOES-DTI-2021

- a. Expenditure Reporting Template
- b. Language Access Reporting Template

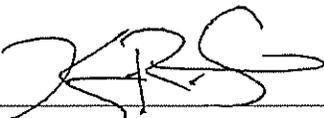
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SIGNATURES

NOGA: DOES-Dress to Impress 2021
GRANTEE: Martha's Table, Inc.
Federal Tax ID Number: [REDACTED]
Grant Amount: \$122,793.00
Authorized Representative Name: Kim R. Ford
Authorized Representative Title: President/CEO

As the duly authorized representative of Martha's Table, Inc., I hereby certify that the GRANTEE will comply with the terms of NOGA: DOES-Dress to Impress 2021 the attached proposal submitted in response to RFA No.: DOES-DTI-2021 and that the statements and certifications included in this NOGA are true and accurate.

On behalf of the Martha's Table, Inc. I understand and agree to the terms and conditions of this NOGA and RFA No.: DOES-DTI-2021 and hereby certify my authority to execute this NOGA on GRANTEE's behalf.



 Signature of Authorized Representative

Aug. 25, 2021

 Date

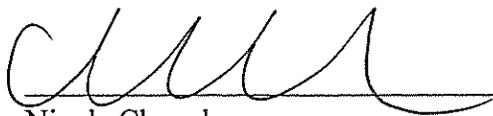
Kim R. Ford

 Printed Name of Authorized Representative

President & CEO, Martha's Table

 Title of Authorized Representative

To Be Completed By The District of Columbia:



 Nicole Chapple
 Department of Employment Services
 Grant Officer

8/27/21

 Date

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-2021-Returning Citizen Entrepreneurship between DOES and the CrowdWork 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 connects District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. DOES, a proud partner of the American Job Center, is an equal opportunity employer/service provider. Translation and interpretation services are available upon request to persons with limited or no English proficiency. Auxiliary aids and services are available upon request to persons with disabilities.

DOES, through its Division of State Initiatives (DSI), oversees programs designed to serve District residents experiencing multiple barriers to obtaining permanent, unsubsidized employment, including previous incarceration, history of homelessness or substance abuse, and/or educational deficiencies. DOES DSI programs, Project Empowerment (PE) and DC Career Connections (DCCC), are designed according to the nationally recognized transitional jobs network program model. PE and DCCC provide job readiness and life skills training, short-term subsidized work experience, as well as ancillary services with the goal of providing participants with the tools and experience necessary to obtain permanent, unsubsidized employment and a pathway to the middle class.

DOES DSI issued an RFA seeking organizations that has demonstrated capacity and experience providing technical assistance, entrepreneurship training and issuing grants through a formal review process. These services shall be delivered to returning citizen led organizations created by participants of the Georgetown University PIVOT Entrepreneurship program or Georgetown Paralegal program (Georgetown Programs) that need technical assistance, supplemental entrepreneurship training and capital to expand or enhance their business. To receive funding organizations must be recognized by the District of Columbia as an entity that can legally conduct business in the District.

II. PROGRAM SCOPE

Under this NOGA, the GRANTEE has been awarded grant funds in the amount of \$150,000 to provide services as outlined in GRANTEE'S approved application submitted in response to RFA No.: DOES-RCE-2021. The approved application and RFA No.: DOES-RCE-2021 are attached hereto and made a part of this NOGA.

Grantee's Initials:  _____

A. Pre-Program Requirements

1. Prior to the start of the program, GRANTEE must successfully complete:
 - a. DOES Virtual Orientation

- b. All DOES mandatory meetings
- c. DOES Site Monitoring Visit

B. General Requirements

The GRANTEE must successfully complete the following during the period of performance:

- 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.
- 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.
- 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, and meetings held by the Office of Grants Administration and Resource Allocation.

D. Reporting/Deliverables

The required program deliverables for the target groups are described below and should be submitted in accordance with the timeline below. Failure to provide the required reports shall constitute a breach of the NOGA. GRANTEE will be allowed an opportunity to cure. Failure to cure the breach may result in modification or termination of the grant award, at the sole discretion of DOES.

Reporting

Reporting Requirements	Method of Delivery	Frequency
Program Timeline/Schedule	Via email	Prior to start of program
Program Summary Narrative	Via email	Bi-weekly
Grant Award report, to include scoring and justification	Via email	Monthly by the 10th
Expenditure Report	Via email	Monthly by the 10th
Language Access Report	Via email	Quarterly

Deliverables

Deliverables	Expected Outcome	Service Level	Due Date
<u>Technical Assistance</u> Grantee shall provide one-on-one technical assistance services designed to assist companies in navigating the challenges and processes of operating a small business.	Through technical assistance supports returning-citizen led companies should be prepared to navigate challenges and processes of operating a small business	7-10 businesses	On-going
<u>Entrepreneurship Training</u> Grantee shall provide one-on-one or small groups setting that is tailored to deliver supplemental training on topics central to sustainability of a business.	Returning citizen-led companies will enhance their knowledge and understanding of topics central to sustaining a small-business.	7-10 businesses	On-going
<u>Grant Awarding</u> Grantee shall manage the process of issuing micro-grants to eligible Georgetown Programs first-time entrepreneurs with approval from DOES/DSI. Grant award not to exceed \$7,500 for an individual grant award.	Expand or enhance eligible returning citizen-led organizations for the purpose of creating sustainability and solvency through financial support and technical assistance	7-10 businesses	December 31, 2021
Close-Out Report	Report should include a summary of all program activities conducted throughout the life of the grant	-	30 days after the end of the program

All program reports and deliverables must be submitted to DOES per the schedule provided above, and final program deliverables must be submitted to DOES no later than the end of the grant.

ATTN: Leon Samuels
 Department of Employment Services
 4058 Minnesota Avenue, NE
 Washington, D.C. 20019
 leon.samuels@dc.gov

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

Grantee's Initials: *AS*

Grantee's Initials: *AS*

E. 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.

IV. PERIOD OF PERFORMANCE

The “2021- DOES-2021-Returning Citizen Entrepreneurship Grant” will operate from date of award through December 31, 2021.

A. Option Years

DOES reserves the sole right to exercise three (3) 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.

V. GRANT FUNDING

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.

GRANTEE shall 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.

GRANTEE shall use grant funds only to support activities specifically outlined in this NOGA.

Grantee’s Initials:

**A. Grant Funding Amount**

CrowdWork DC is awarded \$150,000.



B. Payment Schedule

There are two (2) 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:

- DOES Virtual Orientation Meeting
- Pre-Program Site Visit
- Mandatory Pre-Program Training (if applicable)
- Virtual One Stop (VOS) Training (if applicable)

The maximum amount that can be invoiced for payment #1 is \$45,000

Payment 2: (70%)

This payment will be issued out 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. Submission of monthly program report & monthly expenditure report required with invoice.

The maximum amount that can be invoiced for payment #2 is \$105,000.

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's Initials: 

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

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.

VI. Monitoring

DOES is responsible for monitoring and evaluating the program and may make periodic scheduled and unscheduled virtual or in-person monitoring visits. 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 investigation of known or suspected incidents of fraud, program abuse, or criminal conduct, by appropriate District or federal authorities.

During virtual or in-person monitoring visits, GRANTEE shall provide access to facilities, books, documents, papers, records, computer records and electronic storage media, pertinent to GRANTEE's performance under the grant award, as deemed necessary by DOES, D.C. Auditor, any applicable federal department, the Comptroller General of the United States, or any of their duly authorized representatives, to monitor and audit GRANTEE's performance under the grant. This right of access also includes timely and reasonable access to GRANTEES' personnel and participants for the purpose of interviews and discussions related to such monitoring.

Any reports generated are the sole property of DOES. GRANTEE must receive prior written permission from DOES, in order to use or disclose any report or its contents.

VII. 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 pay the current living wage or higher to all employees working on the grant award.

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

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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 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 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.

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.

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- 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.
- Non-Profit Reimbursement Fairness Act of 2019

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.

Grantee's Initials: 

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'Ss 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 and wish to propose different insurance requirements than outlined below, 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 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 Contractor and subcontractors.

B. INSURANCE REQUIREMENTS

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.
1. 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.

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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 \$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. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.
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. Limits may not be shared with other lines of coverage.
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.
- C. **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.
- D. **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.
- E. **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.
- F. **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.
- G. **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.
- H. **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.
- I. **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:
Vanessa Black
Vanessa.black@dc.gov

DOES 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

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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).

- J. **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.
- K. **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 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

DOES POH 2022 Q18_NOGA Grants

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:

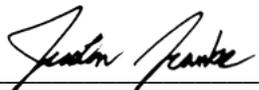
- a. RFA No.: DOES-RCE-2021
- b. Expenditure Reporting Template
- c. Language Access Reporting Template

SIGNATURES

NOGA: DOES-2021-Returning Citizen Entrepreneurship
GRANTEE: CrowdWork DC
Federal Tax ID Number: ██████████
Grant Amount: \$150,000
Authorized Representative Name: Justin Franks
Authorized Representative Title: Organizational Leader

As the duly authorized representative of CrowdWork DC, I hereby certify that the GRANTEE will comply with the terms of NOGA: DOES-Returning Citizen Entrepreneurship 2021 the attached proposal submitted in response to RFA No.: DOES-RCE-2021- and that the statements and certifications included in this NOGA are true and accurate.

On behalf of the CrowdWork, DC, I understand and agree to the terms and conditions of this NOGA and RFA No.: DOES-RCE-2021 and hereby certify my authority to execute this NOGA on GRANTEE’s behalf.


 _____ 8/3/2021
 Signature of Authorized Representative Date

Justin Franks

 Printed Name of Authorized Representative

Co-Founder, Organizational Leader

 Title of Authorized Representative

To Be Completed By The District of Columbia:

 Nicole Chapple
 Department of Employment Services
 Grant Officer

08/05/21

 Date



NOTICE OF GRANT AWARD (NOGA)

Information Page

NOGA No.: DOES-PROP-2021-6

GRANTEE: Downtown DC BID

Tax ID#/EIN: [REDACTED]

Award Begin Date: August 3, 2021

Award End Date: September 30, 2021

Grant Award Amount: \$193,951.59

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

DOES Program Office Point of Contact Information:

Name: Leon Samuels

Email: leon.samuels@dc.gov

Phone: 202-899-3752

GRANTEE Point of Contact Information:

Name: Nabavi Oliver

Email: nabavil@downtowndc.org

Phone: 202-531-3002

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-PROP-2021-06 between DOES and Downtown DC BID. 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 connects District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. DOES, a proud partner of the American Job Center, is an equal opportunity employer/service provider. Translation and interpretation services are available upon request to persons with limited or no English proficiency. Auxiliary aids and services are available upon request to persons with disabilities.

DOES, through its Division of State Initiatives (DSI), oversees programs designed to serve District residents experiencing multiple barriers to obtaining permanent, unsubsidized employment, including previous incarceration, history of homelessness or substance abuse, and/or educational deficiencies. DOES DSI programs, Project Empowerment (PE) and DC Career Connections (DCCC), are designed according to the nationally recognized transitional jobs network program model. PE and DCCC provide job readiness and life skills training, short-term subsidized work experience, as well as ancillary services with the goal of providing participants with the tools and experience necessary to obtain permanent, unsubsidized employment and a pathway to the middle class.

II. SCOPE

Under this NOGA, the GRANTEE has been awarded grant funds in the amount of \$193,951.59 to provide services as outlined in GRANTEE'S approved application submitted in response to the Notice of Funding Availability (NOFA) Fiscal Year 2021. The approved proposal is attached hereto and made a part of this NOGA.

Grantee's Initials: 

A. Pre-Program Requirements

1. Prior to the start of the program, GRANTEE must successfully complete:
 - a. DOES Virtual Orientation
 - b. All DOES mandatory meetings
 - c. DOES Site Monitoring Visit

B. General Requirements

The GRANTEE must successfully complete the following during the period of performance:

- Recruit and enroll a minimum of 20 DC residents.
- Provide 8 weeks of paid work experience at \$15.20 per hour up to 40 hours per week.
- Provide specialized on-the-job training at least 4 hours per week to build marketable, transferrable skills such as heavy equipment operation, brick laying, pole painting, landscaping, graffiti removal washing, and more.
- 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.
- 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.
- 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, and meetings held by the Office of Grants Administration and Resource Allocation.

D. Reporting/Deliverables

The required program deliverables for the target groups are described below and should be submitted in accordance with the timeline below. Failure to provide the required reports shall constitute a breach of the NOGA. GRANTEE will be allowed an opportunity to cure. Failure to cure the breach may result in modification or termination of the grant award, at the sole discretion of DOES.

Reporting

Reporting Requirements	Method of Delivery	Frequency
Participants Timesheets,	Via email	Bi-weekly
Monthly Program Status Report	Via email	Monthly
Expenditure Report	Via email	Monthly by the 10th
Language Access Report	Via email	Quarterly



Deliverables

Deliverables	Description	Due Date
Program Timeline/Schedule	<ul style="list-style-type: none"> • Timeline of program services and on-the-job training instructions 	Prior to start of program
Recruitment and enrollment	<ul style="list-style-type: none"> • Must recruit and enroll eligible DOES DSI participants through outreach efforts approved by DSI 	On-going
Orientation Services	<ul style="list-style-type: none"> • Prior to participation in the training program grantee must ensure candidates participant in an orientation. • Administration of skills based on assessment (where necessary) • Assessment of participants employability skills and social service needs • Training or workshop that outline expectations for what each participant will receive through the proposed training program <p><i>Submission of sign in sheet (including names and date of orientation), skills based assessment (where conducted) document for each participant, assessment of participants employability skills document for each participant, and a copy of the document, presentation, etc. which outlines program expectations.</i></p>	After each orientation
Case Management and Support	<p>The grantee should provide a bi-weekly case management touch point to include:</p> <ul style="list-style-type: none"> • Review of participant progress and support needed to continue in employment training 	Bi-weekly after start of program

	<ul style="list-style-type: none"> Creation of solutions/work plans to help the participants meet their individual goals where barriers may exist 	
Close-Out Report	Report should include a summary of all program activities conducted throughout the life of the grant	30 days after the end of the program

Outcomes

Outcomes	Target
Percentage of participants who successfully complete the training program	70%
Percentage of participants who completed the training are placed into a job by the grantee or through a partner organization.	60%

All program reports and deliverables must be submitted to DOES per the schedule provided above, and final program deliverables must be submitted to DOES no later than the end of the grant.

ATTN: Leon Samuels
 Department of Employment Services
 4058 Minnesota Avenue, NE
 Washington, D.C. 20019
 leon.samuels@dc.gov

DOES is the sole owner of and controls all deliverables, reports, data, information, process, procedure, or product by, for or from this grant award. The GRANTEE must receive written permission from DOES to use or distribute any deliverable, report, data, information, process, procedure, or product by, for or from this grant award, prior to the proposed use or distribution.

Grantee's Initials: 

E. 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.

IV. PERIOD OF PERFORMANCE

This NOGA will operate from date of award through September 30, 2021.

A. Option Years

DOES reserves the sole right to exercise three (3) 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.

V. GRANT FUNDING

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.

GRANTEE shall 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.

GRANTEE shall use grant funds only to support activities specifically outlined in this NOGA.

Grantee's Initials: 

A. Grant Funding Amount

Downtown DC BID is awarded \$193,951.59

B. Payment Schedule

There are three (3) payment categories listed below each representing a specific percentage of the total grant amount:

Payment 1: Base Payment: (60%)

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

- DOES Virtual Orientation Meeting
- Pre-Program Site Visit
- Mandatory Pre-Program Training (if applicable)
- Virtual One Stop (VOS) Training (if applicable)
- Submission of Invoice

The maximum amount that can be invoiced for payment #1 is \$116,370.95

Payment 2: (10%)

This payment will be issued out 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. Submission of monthly program report & monthly expenditure report required with invoice.

The maximum amount that can be invoiced for payment #2 is \$19,395.16.

Payment 3: (30%)

A minimum of 60% of participants that successfully complete the program must be placed in employment by the grantee or through a partner organization. Submission of offer letter and all required reports.

The maximum amount that can be invoiced for payment #3 is \$58,185.48

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's Initials: 

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

Grantee's Initials: 

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

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.

VI. Monitoring

DOES is responsible for monitoring and evaluating the program and may make periodic scheduled and unscheduled virtual or in-person monitoring visits. 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 investigation of known or suspected incidents of fraud, program abuse, or criminal conduct, by appropriate District or federal authorities.

During virtual or in-person monitoring visits, GRANTEE shall provide access to facilities, books, documents, papers, records, computer records and electronic storage media, pertinent to GRANTEE's performance under the grant award, as deemed necessary by DOES, D.C. Auditor, any applicable federal department, the Comptroller General of the United States, or any of their duly authorized representatives, to monitor and audit GRANTEE's performance under the grant. This right of access also includes timely and reasonable access to GRANTEES' personnel and participants for the purpose of interviews and discussions related to such monitoring.

Any monitoring reports generated are the sole property of DOES. GRANTEE must receive prior written permission from DOES, in order to use or disclose any monitoring report or its contents.

VII. 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 pay the current living wage or higher to all employees working on the grant award.

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 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 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.

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.
- Non-Profit Reimbursement Fairness Act of 2019

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.

Grantee's Initials: 

Grantee's Initials: 

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'Ss 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 and wish to propose different insurance requirements than outlined below, 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 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 Contractor and subcontractors.

B. INSURANCE REQUIREMENTS

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.

1. 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.
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 \$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. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.
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. Limits may not be shared with other lines of coverage.

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.

C. 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.

- D. 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.

- E. 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.

- F. 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.

- G. 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.

- H. 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.

- I. 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:
Vanessa Black
Vanessa.black@dc.gov

DOES 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).

- J. **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.
- K. **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 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. Expenditure Reporting Template
- b. Language Access Reporting Template

SIGNATURES

NOGA: DOES-PROP-2021-6
GRANTEE: Downtown DC BID
Federal Tax ID Number: [REDACTED]
Grant Amount: \$193,951.59
Authorized Representative Name: Nabavi Oliver
Authorized Representative Title: Director of Administration

As the duly authorized representative of Downtown DC BID, I hereby certify that the GRANTEE will comply with the terms of NOGA: DOES-PROP-2021 the attached proposal submitted in response to and that the statements and certifications included in this NOGA are true and accurate.

On behalf of the Downtown DC BID, I understand and agree to the terms and conditions of this NOGA No.: DOES-PROP-2021 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

08/05/21

Date



NOTICE OF GRANT AWARD (NOGA)

Information Page

RFA No.: DOES-DLT-2020

NOGA No.: DOES-DLT-20202 – Digital Literacy Training 2020

Grantee: Byte Back

Award Begin Date: September 30, 2020

Award End Date: September 29, 2021

Grant Award Amount: \$100,000

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: 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

DOES Program Office Point of Contact Information:

Name: David Lloyd

Email: David.lloyd@dc.gov

Phone: 202-698-6683

Grantee Point of Contact Information:

Name: Christopher Wallace

Email: cwallace@byteback.org

Phone: 202-803-2863

POC Update: Margot Nitschke, mnitschke@byteback.org, (202) 846-6888

Tax ID#/EIN: [REDACTED]

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-DLT-2020 between DOES and Byte Back. 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 Department of Employment Services (DOES) connects District residents, job seekers, and employers to opportunities and resources that empower fair, safe, and effective working communities. DOES, the Division of State Initiatives (DSI) operates transitional employment programs—Project Empowerment (PE) and D.C Career Connections (DCCC) --- serving individuals facing barriers and in need of specialized employability development services.

Annually, nearly 1,200 individuals participate in employability development programming through PE and DCCC—initiatives serving young adult and adult job seekers from wards of the city experiencing both high crime and high unemployment. The populations present with varying challenges which are addressed as they move through each program component in preparation for gainful employment. Challenges include lack of a high school diploma or GED, prior incarceration, homelessness, job cycling, long periods of unemployment, and substance abuse.

II. SCOPE

The District of Columbia Department of Employment Services' (DOES) Division of State Initiatives (DSI) is seeking a qualified organization to provide in-person digital literacy training to District residents enrolled in workforce development programs. The training offered will support a minimum of 90 job seekers unable to make independent use of digital technologies and the Internet. Those that successfully complete will be given laptop computers (PC or Windows based) to ensure continued access to critical technology resources.

The target population, District residents with digital literacy deficiencies, enrolled in workforce development programs, will be taught the fundamentals of using digital technologies to enhance employability. Those participating will be expected to take the skills learned and make practical use of them in their job search or current and future employment.

A. Pre-Program Requirements

1. Prior to the start of the program, GRANTEE must successfully complete:
 - a. DOES Award Orientation;
 - b. Mandatory pre-program trainings (VOS, Personal Identifiable Information Training)

c. Pre-program site visit;

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.
- Prior to the program start the GRANTEE shall conduct an orientation session with prospective participants to provide an overview of the program and detail expectations for successful completion. Information shared during the orientation shall include:
 - Information on program components along with expected outcomes
 - Information on program rules and regulations; participation/attendance and other requirements
 - Sharing of information regarding documents required for DSI program intake
- The GRANTEE, in collaboration with DSI case management staff, must recruit and enroll minimum 90 eligible PE and DCCC participants with digital literacy challenges. The grantee will be required to interview and complete individual assessments in determining programming strategies-- and collaborate with DSI case management staff in completing the DSI intake process.
- The GRANTEE will begin providing technical support as needed throughout the period of training. The GRANTEE will:
 - Assist participants with technical problems encountered,
 - Assist participants with use of technology equipment,
 - Be available to troubleshoot any issues associated with laptop computers (PC or Windows), and
 - Initiate referrals for outside supports as needed
- For participants that successfully complete the program, the GRANTEE shall conduct during the exit interview:
 - Re-administration of digital literacy tool (measure improvements from the 1st test).
- The GRANTEE shall provide through outreach and collaboration with organizations serving justice involved women residents of the District.
- Throughout the period of performance, the GRANTEE must maintain minimum

staffing requirements.

- 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
- The GRANTEE will be required to use physical training space and instructional protocols aligned with the Centers for Disease Control COVID-19 guidance for businesses and employers. It is critically important that the safety, health and well-being of participants, staff and others is given priority, during training and other periods of in-person contact.
- 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.

Items	Deliverables	Due Date
Item 1	Pre-Assessment Basic Skills Test	3 business days before start of training
Item 2	Post-Assessment Basic Skills Test	3 business days following completion of training

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

Items	Reporting	Due Date
Item 1	Program Timeline/Schedule	Prior to start of the award
Item 2	Timesheets/Attendance Forms	Weekly, per cohort
Item 3	Participant Case Notes	Weekly, per cohort
Item 4	Participant Evaluation	Completed at the end of each cohort
Item 5	Monthly Expenditure Report (OGARA)	Due by the 10 th of each month
Item 6	Monthly Program Report	Due by the 5 th of each month
Item 6	LEP/NEP Report	Quarterly

Outcomes

- Minimum of 75% of participants enrolled in the program must successfully complete the program

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 “Digital Literacy Training 2020” 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-DLT-2020 and attached proposal.

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

A. Grant Funding Amount

The GRANTEE is awarded \$100,000

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:

Payment 1: Base Payment: (60%)

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

- DOES Pre-Program Orientation

Payment 2: (40%)

This payment will be issued out on a monthly cost reimbursement basis. Each month's payout will be determined by eligible expenses and documentation provided by the grantee.

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 Contractor 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. 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.
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 emailed to the attention of:
Vanessa Black, Grants Specialist
Department of Employment Services
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 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-DLT-2020
- b. RFA No.: DOES-DLT-2020

SIGNATURES

NOGA: DOES-DLT-2020

Grantee: Byte Back

Federal Tax ID Number: [REDACTED]

Grant Amount: \$100,000

Authorized Representative Name: Elizabeth Lindsey

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-DLT-2020 the attached proposal submitted in response to RFA No.: DOES-DLT-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-DLT-2020 and hereby certify my authority to execute this NOGA on GRANTEE's behalf.

DocuSigned by:
Elizabeth Lindsey
30479A758860463...

Signature of Authorized Representative

9/30/2020

Date

Elizabeth Lindsey

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

09/30/2020

Date



NOTICE OF GRANT AWARD (NOGA)

Information Page

RFA No.: DOES-PEP3-2020

NOGA No.: DOES-PEP3-2020-01

Grantee: Ethiopian Community Center

Award Begin Date: 07/20/2020

Award End Date: 07/19/2021

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: Hermela Kebede

Email: Hermela@ethiopiancommunitydc.org

Phone: 202-706-0800

Tax ID#/EIN: [REDACTED]

DOES POH 2022 Q18_NOGA Grants

Department of Employment Services
Public Education Program Round 3

NOGA-DOES-PEP3-2020-01

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.

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Department of Employment Services
Public Education Program Round 3

NOGA-DOES-PEP3-2020-01

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

DOES POH 2022 Q18_NOGA Grants

Department of Employment Services
Public Education Program Round 3

NOGA-DOES-PEP3-2020-01

	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.

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Department of Employment Services
Public Education Program Round 3

NOGA-DOES-PEP3-2020-01

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

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

DOES POH 2022 Q18_NOGA Grants

Department of Employment Services
Ethiopian Community Center
DOES-PEP3-2020

MODIFICATION NO. 1 OF NOGA

NOGA No: **DOES-PEP3-2020-01**

Effective Date: July 21, 2021

End Date: July 20, 2022

Grant Award Amount: \$55,000

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

Grantee: The Ethiopian Community Center

Federal Tax ID: 

Description of Modification No. 1:

The following modifications are made to NOGA: **DOES-PEP3-2020-01**

I. Section III. Period of Performance, is hereby deleted and replaced with the following:

The Office of Wage Hour 2020 Public Education Program will operate from July 21, 2021 through July 20, 2022.

II. Section IV-A. Grant Funding Amount, is hereby deleted and replaced with the following:

The grant funding amount is \$55,000 for the period of performance.

III. 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. The payment for services will be issued on a monthly cost reimbursement basis.

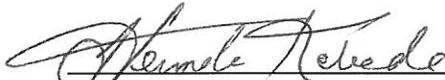
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Payment – Monthly Cost Reimbursement

Grant	Payment Requirement
Public Education Round 3	<ol style="list-style-type: none">1. Submission of all required reports2. Submission of schedule of events and meetings3. Monthly expenditure reports4. Invoices

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-PEP3-2020-01** and hereby certify my authority to execute this Second Modification on Grantee's behalf.



Signature of Authorized Representative

7/8/2021
Date

HERMELA KEBEDE
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

07/14/21
Effective Date

DOES POH 2022 Q18_NOGA Grants



NOTICE OF GRANT AWARD (NOGA)

Information Page

NOGA No.: DOES-PROP-2021-04
GRANTEE: CDMA Business Model
Tax ID#/EIN: [REDACTED]
Award Begin Date: June 28, 2021
Award End Date: September 30, 2021
Grant Award Amount: \$50,000

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: 202-698-5043

GRANTEE Point of Contact Information:

Name: Shanette Carpenter

Email: Shanette@cdmabusinessmodel.com

Phone: 844-239-8127

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DOES POH 2022 Q18_NOGA Grants

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-PROP-2021-04 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

In support of its mission, DOES Office of Youth Programs administers the Marion S. Barry Summer Youth Employment Program (MBSYEP), an annual, short-term, locally funded workforce development training program that connects youth with enriching and constructive summer work experiences through subsidized and unsubsidized placements with non-profit, private, local and federal government Host Employers.

Through MBSYEP, youth (1) earn money; (2) gain meaningful work experience; (3) are exposed to high demand career industries; (4) interact with dynamic working professionals in a positive work environment; and (5) learn and develop the skills, attitudes, and commitment necessary to succeed in today's evolving workforce

II. SCOPE

The GRANTEE will assist MBSYEP youth develop and build on new research trends affecting safety in Washington DC while bringing awareness to Vision Zero DC. As part of the training, the participants will research Traffic Safety in the following areas: Routes to School, Cleanliness Conditions, Safety Protocols

Participant will be provided the following:

- Four (4) Formal Video Campaigns
- Twenty (20) Combined Professional Graphics
- Public Speaking Skills
- Ten (10) ten-minute On-Demand Traffic Safety Webinars
- One Safe Teen Driver Education Event

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.1. Program Requirements

The GRANTEES shall:

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- Deliver a maximum of 20 hours per week to youth ages 14-15 and a maximum of 25 hours per week to youth ages 16-21. This is based on an average of five (5) days per week, with a minimum of four (4) hours of contact per day, per participant ages 14-15; and a minimum of five (5) hours of contact per day, per participant ages 16-21.
- Provide documentation that proves their ability to serve youth with special needs, if submitting proposals to provide service for youth with special needs. All trainings should assist youth with individual employment needs and improve their individual marketability necessary to succeed in today's evolving workforce.
- Undergo background checks as mandated by the Child and Youth, Safety and Health Omnibus Amendment Act of 2004 (CYSHA).
- Provide appropriate follow up services, as required by youth, throughout the grant term.

B.2. General Requirements

1. The GRANTEE must successfully complete the following during the period of performance:
 - a. Monthly Meeting(s) (in person, telephone, etc.) as required
 - b. Where applicable, submission of monthly, bi-weekly, or weekly reports.
 - c. The GRANTEE must 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.
 - d. 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.
 - e. 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

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GRANTEES' personnel for the purpose of interviews and discussions related to such documents.

- f. 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.
- g. 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.
- h. GRANTEES shall collect data regarding contact with persons with Limited English Proficient (LEP) and Non-English Proficient (NEP) and report this data to DOES Language Access Coordinator on a quarterly basis.
- i. GRANTEES shall provide interpretation services and translation of vital documents for persons with LEP/NEP. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- j. 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 funded by DOES.

A. Reporting/Deliverables

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

Reporting

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Monthly Status Report (OGARA)	1	Via email	Monthly by the 10th of the subsequent month
Item 2	Monthly Expenditure Report (OGARA) (if requested)	1	Via email	Monthly by the 10th of the subsequent month
Item 3	Close out Report	1	Via email	30 days after grant end date
Item 4	LEP/NEP Report	1	Via email	Quarterly

Deliverables

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Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Work Plan	1	Via email	Two weeks after Award
Item 2	Site Visit #1	1	Via email	Date provided by Program
Item 3	Time entry for weeks 1-6	1	Via email	Per Pay Period
Item 4	Site Visit #2	1	Via email	Date provided by Program

All program reports and deliverables must be submitted to DOES per the schedule provided above.

1. **Participant Files** – GRANTEEs are required to complete and submit a participant file for every participant in the program, with strategic categories selected. A hard copy of ALL participant files must be submitted to DOES via mail with a postmark date no later than 30 days after the end of the grant. All files must be mailed to:

ATTN: Nishelle Goins
Department of Employment Services
4058 Minnesota Avenue, Suite 2000, NE
Washington, D.C. 20019

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

GRANTEE's Initials: SC

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.

III. PERIOD OF PERFORMANCE

The period of performance for this NOGA will operate from date of award until September 30, 2021.

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

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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.

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.

Grant funds shall only be used to support activities specifically outlined in the scope of this NOGA and the attached proposal.

GRANTEE's Initials: SC

A. Grant Funding Amount

The GRANTEE is awarded \$50,000.

B. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the Grant Agreement. There are four (4) 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 Amount 25%: Upon receipt of staff clearances (must meet ratio 12:1), training plans, attendance to mandatory OYP HCA orientation, and completed Pre-Program Worksite Visit form, as required before the start of the program.

PAYMENT #2 – 25%: Upon receipt of successful completion of Site Visit #1 Report Form Attestation form of time entry for weeks 1-3.

PAYMENT #3 – 25%: Upon receipt of Attestation form of time entry for weeks 4-5.

PAYMENT #4 – 25%: Upon receipt of Site Visit #2 Report Form, Attestation form of time entry for week 6 and Attestation form for final report as detailed.

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's Initials: SC

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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 GRANTEEES 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

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

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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 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 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.

If there are any conflicts between the terms and conditions of the 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

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- 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.

GRANTEE's Initials: SC

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,

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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 and wish to propose different insurance requirements than outlined below, 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 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

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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 Contractor 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.

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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. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.
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

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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 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

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- 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

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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

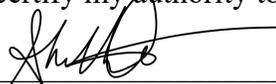
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SIGNATURES

NOGA: DOES-PROP-2021-04
GRANTEE: CDMA Business Model
Federal Tax ID Number: [REDACTED]
Grant Amount: \$50,000
Authorized Representative Name: Shanette Carpenter

As the duly authorized representative of the GRANTEE, I hereby certify that the GRANTEE will comply with the terms of NOGA: DOES-PROP-2021-04 and the attached proposal submitted 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 hereby certify my authority to execute this NOGA on GRANTEE's behalf.



Signature of Authorized Representative

6/27/21

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

07/20/21

Date

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Department of Employment Services

NOGA No.: DOES-PROP-2021



NOTICE OF GRANT AWARD (NOGA)

Information Page

NOGA No.: DOES-PROP-2021-01

GRANTEE: Babie Girl Production, Inc.

Tax ID#/EIN: [REDACTED]

Award Begin Date: June 28, 2021

Award End Date: June 27, 2022

Grant Award Amount: \$50,000

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: 202-698-5043

GRANTEE Point of Contact Information:

Name: H. Marrel Fousher

Email: Foush2000@aol.com

Phone: 202-256-0980

DOES POH 2022 Q18_NOGA Grants

Department of Employment Services

NOGA No.: DOES-PROP-2021

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-PROP-2021-01 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

In support of its mission, DOES Office of Youth Programs administers the Marion S. Barry Summer Youth Employment Program (MBSYEP), an annual, short-term, locally funded workforce development training program that connects youth with enriching and constructive summer work experiences through subsidized and unsubsidized placements with non-profit, private, local and federal government Host Employers.

Through MBSYEP, youth (1) earn money; (2) gain meaningful work experience; (3) are exposed to high demand career industries; (4) interact with dynamic working professionals in a positive work environment; and (5) learn and develop the skills, attitudes, and commitment necessary to succeed in today's evolving workforce

II. SCOPE

To train 175 youth in work and job readiness skills and provide follow up technical assistance in the future. The training sessions will be recorded.

The training will consist of the following:

- To teach the basic fundamentals of going into business.
- To teach the basic fundamentals of starting a non-profit business
- To help participants understand what it takes to be successful in business.
- To give participants a step by step blueprint for them the set up their businesses.
- To teach participants the importance of choosing the proper legal business entity.
- To teach participants how to write business and sustainability plans.
- To teach participants how to prepare short and long term goals.

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.1. Program Requirements

The GRANTEES shall:

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Department of Employment Services

NOGA No.: DOES-PROP-2021

- Deliver a maximum of 20 hours per week to youth ages 14-15 and a maximum of 25 hours per week to youth ages 16-21. This is based on an average of five (5) days per week, with a minimum of four (4) hours of contact per day, per participant ages 14-15; and a minimum of five (5) hours of contact per day, per participant ages 16-21.
- Provide documentation that proves their ability to serve youth with special needs, if submitting proposals to provide service for youth with special needs. All trainings should assist youth with individual employment needs and improve their individual marketability necessary to succeed in today's evolving workforce.
- Undergo background checks as mandated by the Child and Youth, Safety and Health Omnibus Amendment Act of 2004 (CYSHA).
- Provide appropriate follow up services, as required by youth, throughout the grant term.

B.2. General Requirements

1. The GRANTEE must successfully complete the following during the period of performance:
 - a. Monthly Meeting(s) (in person, telephone, etc.) as required
 - b. Where applicable, submission of monthly, bi-weekly, or weekly reports.
 - c. The GRANTEE must 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.
 - d. 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.
 - e. 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

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GRANTEES’ personnel for the purpose of interviews and discussions related to such documents.

- f. 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.
- g. 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.
- h. GRANTEES shall collect data regarding contact with persons with Limited English Proficient (LEP) and Non-English Proficient (NEP) and report this data to DOES Language Access Coordinator on a quarterly basis.
- i. GRANTEES shall provide interpretation services and translation of vital documents for persons with LEP/NEP. All translated materials must have DOES brand and be reported to DOES’ Language Access Coordinator on a quarterly basis.
- j. 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 funded by DOES.

A. Reporting/Deliverables

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

Reporting

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Monthly Status Report (OGARA)	1	Via email	Monthly by the 10th of the subsequent month
Item 2	Monthly Expenditure Report (OGARA) (if requested)	1	Via email	Monthly by the 10th of the subsequent month
Item 3	Close out Report	1	Via email	30 days after grant end date
Item 4	LEP/NEP Report	1	Via email	Quarterly

Deliverables

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Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Work Plan	1	Via email	Two weeks after Award
Item 2	Site Visit #1	1	Via email	Date provided by Program
Item 3	Time entry for weeks 1-6	1	Via email	Per Pay Period
Item 4	Site Visit #2	1	Via email	Date provided by Program

All program reports and deliverables must be submitted to DOES per the schedule provided above.

1. **Participant Files** – GRANTEE’s are required to complete and submit a participant file for every participant in the program, with strategic categories selected. A hard copy of ALL participant files must be submitted to DOES via mail with a postmark date no later than 30 days after the end of the grant. All files must be mailed to:

ATTN: Nishelle Goins
 Department of Employment Services
 4058 Minnesota Avenue, Suite 2000, NE
 Washington, D.C. 20019

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

GRANTEE’s Initials: 

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.

III. PERIOD OF PERFORMANCE

The period of performance for this NOGA will operate from one year of the date of award.

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

GRANTEE’s Initials: 

DOES POH 2022 Q18_NOGA Grants

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.

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.

Grant funds shall only be used to support activities specifically outlined in the scope of this NOGA and the attached proposal.

GRANTEE's Initials: SWF

A. Grant Funding Amount

The GRANTEE is awarded \$50,000.

B. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the Grant Agreement. There are four (4) 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 Amount 25%: Upon receipt of staff clearances (must meet ratio 12:1), training plans, attendance to mandatory OYP HCA orientation, and completed Pre-Program Worksite Visit form, as required before the start of the program.

PAYMENT #2 – 25%: Upon receipt of successful completion of Site Visit #1 Report Form Attestation form of time entry for weeks 1-3.

PAYMENT #3 – 25%: Upon receipt of Attestation form of time entry for weeks 4-5.

PAYMENT #4 – 25%: Upon receipt of Site Visit #2 Report Form, Attestation form of time entry for week 6 and Attestation form for final report as detailed.

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's Initials: SWF

GRANTEE's Initials: SWF

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 GRANTEEES 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

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

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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 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 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.

If there are any conflicts between the terms and conditions of the 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

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Department of Employment Services

NOGA No.: DOES-PROP-2021

- 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.

GRANTEE's Initials: *JS*

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,

GRANTEE's Initials: *JS*

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 and wish to propose different insurance requirements than outlined below, 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 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

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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 Contractor 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.

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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. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.
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

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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 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

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- 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

DOES POH 2022 Q18_NOGA Grants

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

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Department of Employment Services

NOGA No.: DOES-PROP-2021

SIGNATURES

NOGA: DOES-PROP-2021-01
 GRANTEE: **Babie Girl Production, Inc.**
 Federal Tax ID Number: XXXXXXXXXX
 Grant Amount: \$50,000
 Authorized Representative Name: **M. Marrell Foushee**

As the duly authorized representative of the GRANTEE, I hereby certify that the GRANTEE will comply with the terms of NOGA: DOES-PROP-2021-01 and the attached proposal submitted 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 hereby certify my authority to execute this NOGA on GRANTEE's behalf.

M. Marrell Foushee
Signature of Authorized Representative

8-24-2021
Date

H. Marrell Foushee
Printed Name of Authorized Representative

Treasurer
Title of Authorized Representative

To Be Completed By The District of Columbia:

Nicole Chapple
Department of Employment Services
Grant Officer

08/25/21
Date

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Department of Employment Services

NOGA No.: DOES-WRGI-2021



NOTICE OF GRANT AWARD (NOGA)

Information Page

RFA No.: DOES-WRGI-2021
NOGA No.: DOES-WRGI-2021-01
GRANTEE: Bay Atlantic University
Tax ID#/EIN: [REDACTED]
Award Begin Date: June 21, 2021
Award End Date: June 22, 2022
Grant Award Amount: \$50,000

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 Program and Provider 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: 202-698-5043

GRANTEE Point of Contact Information:

Name: Deniz Karatas
Email: dkaratas@bau.edu
Phone: 202-644-7219

DOES POH 2022 Q18_NOGA Grants

Department of Employment Services

NOGA No.: DOES-WRGI-2021

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-WRGI-2021-01 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

In support of its mission, DOES Office of Youth Programs administers the Marion S. Barry Summer Youth Employment Program (MBSYEP), an annual, short-term, locally funded workforce development training program that connects youth with enriching and constructive summer work experiences through subsidized and unsubsidized placements with non-profit, private, local and federal government Host Employers.

Through MBSYEP, youth (1) earn money; (2) gain meaningful work experience; (3) are exposed to high demand career industries; (4) interact with dynamic working professionals in a positive work environment; and (5) learn and develop the skills, attitudes, and commitment necessary to succeed in today's evolving workforce

II. SCOPE

The District of Columbia Department of Employment Services (DOES), through its Office of Youth Programs (OYP), is seeking qualified organizations to provide high quality, structured workforce development training for District youth ages 14 to 21 with and without special needs (youth) that will prepare youth for purposeful and developmentally appropriate employment and career exploration opportunities.

MBSYEP Work Readiness/Growth Industry Grant Program

GRANTEES shall deliver high quality, structured workforce development training in the following categories.

- A. Work Readiness
- B. Growth Industry

Work Readiness Grant Program

GRANTEES shall deliver high quality, structured technical employability skills training necessary to succeed in today's evolving workforce, including the below.

- Career/job search techniques
- Values clarification and personal development
- Preparation of resumes and job applications
- Interview techniques including appropriate attire for interviews
- Appropriate attire for various occupations
- Appropriate follow-up services

GRANTEES shall deliver high quality, structured financial literacy training that teaches basic personal financial management skills such as balancing a checkbook and understanding the basic principles of earning, spending, saving, and credit.

GRANTEES shall deliver high quality, structured trainings to develop “non-technical” skills, abilities, and traits necessary to succeed in today's evolving workforce, including the below.

- Communication and Conflict Resolution Skills
- Problem Solving Skills
- Critical Thinking Skills
- Self-Direction
- Personal Qualities and Work Ethics
- Time Management
- Workplace Etiquette

Growth Industry Grant Program

GRANTEES shall provide high quality, structured Growth Industry Sector (GIS) training, including the below.

- Exposure** – In stage one, youth are exposed to the GIS, including the identification, gathering, evaluating, and synthesizing of evidence, information, and ideas. This can include introducing a new concept, ex. starting a new business, environmental projects (gardening), building or designing a computer application. Youth can gain exposure to these areas interfacing with industry professionals through field trips, lectures, or visits to the worksite.
In some cases, youth may be engaging in fields that are fully developed; however, they should be exposed to learning experiences that actively engage them in the process of re-discovery and to help them gain a deeper understanding of the GIS. In this stage, GRANTEES are fully responsible for structuring programming and the approach used for investigation/creative exploration. Through exposure and activities, youth gain a deeper understanding of their chosen GIS.
- Experience** – Youth in this stage should participate in exploration of a GIS and are gaining discipline-appropriate tools and knowledge through hands-on experiences. Experience-level activities offer youth practice working in practical settings and developing a plan for approaching issues affecting the proposed GIS, the answers to which may be either known or unknown. Youth in this stage acquire soft and hard skills that they may have opportunities to put to everyday use. Or they may work to develop the skills needed to be successful in a GIS. For instance, a youth who is designing and developing a computer application would learn a specific computer program. In either case, they continue to refine their experiences and to learn discipline appropriate tools.
- Final Report** – Youth undertaking a capstone project rationalize the skills developed over the course of the first two (2) stages in order to produce a project that encapsulates the overall six- week experience. The level of independence of the capstone phase will vary

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considerably: some disciplines are characterized by a high degree of autonomy and solo work; others typically generate knowledge in the context of teamwork or collaboration. Regardless, the work of this phase allows youth to organize and synthesize knowledge and skills acquired in a wide array of settings and situations over the course of the program under the guidance of the GRANTEES. GRANTEES are required to submit a summary or outline of their proposed capstone project. Upon completion of the program, GRANTEES may submit the final capstone project through various forms (CD's, videos/photographs, invitation to performances, hard copies of completed books, and etc.).

GRANTEES shall offer high quality, structured GIS training in at least one of the following sectors.

1. Agricultural/Environmental

Programs that educate youth on the state of our environment, the relationship to the environment, food and water supplies, workforce theories and practices that are considered "environmentally friendly," and related high demand career choices.

2. Information Technology/Telecommunications

Programs that educate youth on the uses of computer hardware, software, and other forms of technology, emphasizing the increasing and novel reliance on technology, the attendant increasing need for systems and data privacy, how technology impacts the evolving workforce and related high demand career choices. Last, all programming should introduce potential related career choices.

3. Media/Publications/Communications/Entertainment

Programs that educate youth on the exploration of the technical aspects of media production, arts management, and developmental processes of the arts, artistic techniques, applications of the particular genre and related high demand careers.

4. Business/Professional Services

Programs that educate youth on navigating organizational cultures, working effectively with groups of co-workers and individuals in management positions, meeting expectations of the virtual or in-person work-place environment, and acquiring skills necessary to succeed in today's evolving workforce, and related high demand career choices.

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.1. Program Requirements

The GRANTEES shall:

- Deliver a maximum of 20 hours per week to youth ages 14-15 and a maximum of 25 hours per week to youth ages 16-21. This is based on an average of five (5) days per week, with a minimum of four (4) hours of contact per day, per participant ages 14-15; and a minimum of five (5) hours of contact per day, per participant ages 16-21.
- Provide documentation that proves their ability to serve youth with special needs, if submitting proposals to provide service for youth with special needs. All trainings should assist youth with individual employment needs and improve their individual marketability necessary to succeed in today's evolving workforce.
- Undergo background checks as mandated by the Child and Youth, Safety and Health Omnibus Amendment Act of 2004 (CYSHA).
- Provide appropriate follow up services, as required by youth, throughout the grant term.

B.2. General Requirements

1. The GRANTEE must successfully complete the following during the period of performance:
 - a. Monthly Meeting(s) (in person, telephone, etc.) as required
 - b. Where applicable, submission of monthly, bi-weekly, or weekly reports.
 - c. GRANTEE must provide programming as outlined in the proposal the GRANTEE submitted in response to RFA No.: DOES-WRGI-2021. The proposal is attached hereto and is made a part of this NOGA.

GRANTEE's Initials: DK
 - d. The GRANTEE must 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.
 - 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

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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.
- g. 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.
- h. 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.
- i. GRANTEES shall collect data regarding contact with persons with Limited English Proficient (LEP) and Non-English Proficient (NEP) and report this data to DOES Language Access Coordinator on a quarterly basis.
- j. GRANTEES shall provide interpretation services and translation of vital documents for persons with LEP/NEP. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- k. 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 funded by DOES.

C. Reporting/Deliverables

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

Reporting

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
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DOES POH 2022 Q18_NOGA Grants

Department of Employment Services

NOGA No.: DOES-WRGI-2021

Item 1	Monthly Status Report (OGARA)	1	Via email	Monthly by the 10th of the subsequent month
Item 2	Monthly Expenditure Report (OGARA) – If Requested	1	Via email	Monthly by the 10th of the subsequent month
Item 3	Close out Report	1	Via email	30 days after grant end date
Item 4	LEP/NEP Report	1	Via email	Quarterly

Deliverables

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Work Plan	1	Via email	Two weeks after Award
Item 2	Site Visit #1	1	Via email	Date provided by Program
Item 3	Time entry for weeks 1-6	1	Via email	Per Pay Period
Item 4	Site Visit #2	1	Via email	Date provided by Program

All program reports and deliverables must be submitted to DOES per the schedule provided above.

- Participant Files** – GRANTEEES are required to complete and submit a participant file for every participant in the program, with strategic categories selected. A hard copy of ALL participant files must be submitted to DOES via mail with a postmark date no later than 30 days after the end of the grant. All files must be mailed to:

ATTN: Nishelle Goins
 Department of Employment Services
 4058 Minnesota Avenue, Suite 2000, NE
 Washington, D.C. 20019

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

GRANTEE’S Initials: DK

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-

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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 “Marion S. Barry Summer Youth Employment Program Work Readiness & Growth Industry Sector” grant will operate for one year form the 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.

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-WRGI-2021 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES- WRGI-2021, this NOGA and the attached proposal.

GRANTEE’s Initials: DK

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-WRGI-2021, this NOGA and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-WRGI-2021, this NOGA and the attached proposal.

A. Grant Funding Amount

The GRANTEE is awarded \$50,000.

B. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the Grant Agreement. There are four (4) 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%

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Department of Employment Services

NOGA No.: DOES-WRGI-2021

PAYMENT #1 – Base Amount 25%: Upon receipt of staff clearances (must meet ratio 12:1), training plans, attendance to mandatory OYP HCA orientation, and completed Pre-Program Worksite Visit form, as required before the start of the program.

PAYMENT #2 – 25%: Upon receipt of successful completion of Site Visit #1 Report Form Attestation form of time entry for weeks 1-3.

PAYMENT #3 – 25%: Upon receipt of Attestation form of time entry for weeks 4-5.

PAYMENT #4 – 25%: Upon receipt of Site Visit #2 Report Form, Attestation form of time entry for week 6 and Attestation form for final report as detailed.

GRANTEE, if requested, 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's Initials: DK

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

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

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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 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 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.

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

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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.

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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.

GRANTEE's Initials: DK

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

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subcontractor for segments of the work under this contract and wish to propose different insurance requirements than outlined below, 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 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 Contractor 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

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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. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.
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**

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Department of Employment Services

NOGA No.: DOES-WRGI-2021

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 Basil
Grant Specialist
Lashaun.basil@dc.gov**

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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

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- 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-WRGI-2021
- b. RFA No.: DOES-WRGI-2021

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Department of Employment Services

NOGA No.: DOES-WRGI-2021

SIGNATURES

NOGA:	DOES-WRGI-2021-01
GRANTEE:	Bay Atlantic University LLC
Federal Tax ID Number:	XXXXXXXXXX
Grant Amount:	\$50,000
Authorized Representative Name:	Deniz Karatas
Authorized Representative Title:	Special Projects and Outreach Coordinator

As the duly authorized representative of the GRANTEE, I hereby certify that the GRANTEE will comply with the terms of NOGA: DOES-WRGI-2021-01 the attached proposal submitted in response to RFA No.: DOES-ISYI-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-WRGI-2021 and hereby certify my authority to execute this NOGA on GRANTEE's behalf.

	<u>6/16/2021</u>
_____ Signature of Authorized Representative	_____ Date

DENIZ KARATAS

Printed Name of Authorized Representative

Special Projects and Outreach Coordinator

Title of Authorized Representative

To Be Completed By The District of Columbia:

<u>Nicole Chapple</u>	<u>06/23/21</u>
Department of Employment Services Grant Officer	_____ Date

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NOTICE OF GRANT AWARD (NOGA)

Information Page

RFA No.: DOES-WRGI-2021
NOGA No.: DOES-WRGI-2021-02
GRANTEE: Bodeo Transformation Systems
Tax ID#/EIN: [REDACTED]
Award Begin Date: June 21, 2021
Award End Date: June 22, 2022
Grant Award Amount: \$50,000

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 Program and Provider 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: 202-698-5043

GRANTEE Point of Contact Information:

Name: Mandela Howard-Mparuri
Email: mhmparuri@bodeo.org
Phone: 202-935-2440

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The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-WRGI-2021-02 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

In support of its mission, DOES Office of Youth Programs administers the Marion S. Barry Summer Youth Employment Program (MBSYEP), an annual, short-term, locally funded workforce development training program that connects youth with enriching and constructive summer work experiences through subsidized and unsubsidized placements with non-profit, private, local and federal government Host Employers.

Through MBSYEP, youth (1) earn money; (2) gain meaningful work experience; (3) are exposed to high demand career industries; (4) interact with dynamic working professionals in a positive work environment; and (5) learn and develop the skills, attitudes, and commitment necessary to succeed in today's evolving workforce

II. SCOPE

The District of Columbia Department of Employment Services (DOES), through its Office of Youth Programs (OYP), is seeking qualified organizations to provide high quality, structured workforce development training for District youth ages 14 to 21 with and without special needs (youth) that will prepare youth for purposeful and developmentally appropriate employment and career exploration opportunities.

MBSYEP Work Readiness/Growth Industry Grant Program

GRANTEES shall deliver high quality, structured workforce development training in the following categories.

- A. Work Readiness
- B. Growth Industry

Work Readiness Grant Program

GRANTEES shall deliver high quality, structured technical employability skills training necessary to succeed in today's evolving workforce, including the below.

- Career/job search techniques
- Values clarification and personal development
- Preparation of resumes and job applications
- Interview techniques including appropriate attire for interviews
- Appropriate attire for various occupations
- Appropriate follow-up services

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GRANTEES shall deliver high quality, structured financial literacy training that teaches basic personal financial management skills such as balancing a checkbook and understanding the basic principles of earning, spending, saving, and credit.

GRANTEES shall deliver high quality, structured trainings to develop “non-technical” skills, abilities, and traits necessary to succeed in today’s evolving workforce, including the below.

- Communication and Conflict Resolution Skills
- Problem Solving Skills
- Critical Thinking Skills
- Self-Direction
- Personal Qualities and Work Ethics
- Time Management
- Workplace Etiquette

Growth Industry Grant Program

GRANTEES shall provide high quality, structured Growth Industry Sector (GIS) training, including the below.

- a. **Exposure** – In stage one, youth are exposed to the GIS, including the identification, gathering, evaluating, and synthesizing of evidence, information, and ideas. This can include introducing a new concept, ex. starting a new business, environmental projects (gardening), building or designing a computer application. Youth can gain exposure to these areas interfacing with industry professionals through field trips, lectures, or visits to the worksite.

In some cases, youth may be engaging in fields that are fully developed; however, they should be exposed to learning experiences that actively engage them in the process of re-discovery and to help them gain a deeper understanding of the GIS. In this stage, GRANTEES are fully responsible for structuring programming and the approach used for investigation/creative exploration. Through exposure and activities, youth gain a deeper understanding of their chosen GIS.

- b. **Experience** – Youth in this stage should participate in exploration of a GIS and are gaining discipline-appropriate tools and knowledge through hands-on experiences. Experience-level activities offer youth practice working in practical settings and developing a plan for approaching issues affecting the proposed GIS, the answers to which may be either known or unknown. Youth in this stage acquire soft and hard skills that they may have opportunities to put to everyday use. Or they may work to develop the skills needed to be successful in a GIS. For instance, a youth who is designing and developing a computer application would learn a specific computer program. In either case, they continue to refine their experiences and to learn discipline appropriate tools.

- c. **Final Report** – Youth undertaking a capstone project rationalize the skills developed over the course of the first two (2) stages in order to produce a project that encapsulates the overall six- week experience. The level of independence of the capstone phase will vary

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considerably: some disciplines are characterized by a high degree of autonomy and solo work; others typically generate knowledge in the context of teamwork or collaboration. Regardless, the work of this phase allows youth to organize and synthesize knowledge and skills acquired in a wide array of settings and situations over the course of the program under the guidance of the GRANTEES. GRANTEES are required to submit a summary or outline of their proposed capstone project. Upon completion of the program, GRANTEES may submit the final capstone project through various forms (CD's, videos/photographs, invitation to performances, hard copies of completed books, and etc.).

GRANTEES shall offer high quality, structured GIS training in at least one of the following sectors.

1. Agricultural/Environmental

Programs that educate youth on the state of our environment, the relationship to the environment, food and water supplies, workforce theories and practices that are considered “environmentally friendly,” and related high demand career choices.

2. Information Technology/Telecommunications

Programs that educate youth on the uses of computer hardware, software, and other forms of technology, emphasizing the increasing and novel reliance on technology, the attendant increasing need for systems and data privacy, how technology impacts the evolving workforce and related high demand career choices. Last, all programming should introduce potential related career choices.

3. Media/Publications/Communications/Entertainment

Programs that educate youth on the exploration of the technical aspects of media production, arts management, and developmental processes of the arts, artistic techniques, applications of the particular genre and related high demand careers.

4. Business/Professional Services

Programs that educate youth on navigating organizational cultures, working effectively with groups of co-workers and individuals in management positions, meeting expectations of the virtual or in-person work-place environment, and acquiring skills necessary to succeed in today's evolving workforce, and related high demand career choices.

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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B.1. Program Requirements

The GRANTEES shall:

- Deliver a maximum of 20 hours per week to youth ages 14-15 and a maximum of 25 hours per week to youth ages 16-21. This is based on an average of five (5) days per week, with a minimum of four (4) hours of contact per day, per participant ages 14-15; and a minimum of five (5) hours of contact per day, per participant ages 16-21.
- Provide documentation that proves their ability to serve youth with special needs, if submitting proposals to provide service for youth with special needs. All trainings should assist youth with individual employment needs and improve their individual marketability necessary to succeed in today's evolving workforce.
- Undergo background checks as mandated by the Child and Youth, Safety and Health Omnibus Amendment Act of 2004 (CYSHA).
- Provide appropriate follow up services, as required by youth, throughout the grant term.

B.2. General Requirements

1. The GRANTEE must successfully complete the following during the period of performance:
 - a. Monthly Meeting(s) (in person, telephone, etc.) as required
 - b. Where applicable, submission of monthly, bi-weekly, or weekly reports.
 - c. GRANTEE must provide programming as outlined in the proposal the GRANTEE submitted in response to RFA No.: DOES-WRGI-2021. The proposal is attached hereto and is made a part of this NOGA.

GRANTEE's Initials: _____

- d. The GRANTEE must 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.
- 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

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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.
- g. 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.
- h. 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.
- i. GRANTEES shall collect data regarding contact with persons with Limited English Proficient (LEP) and Non-English Proficient (NEP) and report this data to DOES Language Access Coordinator on a quarterly basis.
- j. GRANTEES shall provide interpretation services and translation of vital documents for persons with LEP/NEP. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- k. 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 funded by DOES.

C. Reporting/Deliverables

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

Reporting

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
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Item 1	Monthly Status Report (OGARA)	1	Via email	Monthly by the 10th of the subsequent month
Item 2	Monthly Expenditure Report (OGARA) – If Requested	1	Via email	Monthly by the 10th of the subsequent month
Item 3	Close out Report	1	Via email	30 days after grant end date
Item 4	LEP/NEP Report	1	Via email	Quarterly

Deliverables

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Work Plan	1	Via email	Two weeks after Award
Item 2	Site Visit #1	1	Via email	Date provided by Program
Item 3	Time entry for weeks 1-6	1	Via email	Per Pay Period
Item 4	Site Visit #2	1	Via email	Date provided by Program

All program reports and deliverables must be submitted to DOES per the schedule provided above.

1. **Participant Files** – GRANTEEES are required to complete and submit a participant file for every participant in the program, with strategic categories selected. A hard copy of ALL participant files must be submitted to DOES via mail with a postmark date no later than 30 days after the end of the grant. All files must be mailed to:

ATTN: Nishelle Goins
 Department of Employment Services
 4058 Minnesota Avenue, Suite 2000, NE
 Washington, D.C. 20019

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

GRANTEE’S Initials: _____

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-

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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 “Marion S. Barry Summer Youth Employment Program Work Readiness & Growth Industry Sector” grant will operate for one year from the 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.

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-WRGI-2021 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES- WRGI-2021, this NOGA and the attached proposal.

GRANTEE’s Initials: _____

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-WRGI-2021, this NOGA and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-WRGI-2021, this NOGA and the attached proposal.

A. Grant Funding Amount

The GRANTEE is awarded \$50,000.

B. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the Grant Agreement. There are four (4) 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%

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PAYMENT #1 – Base Amount 25%: Upon receipt of staff clearances (must meet ratio 12:1), training plans, attendance to mandatory OYP HCA orientation, and completed Pre-Program Worksite Visit form, as required before the start of the program.

PAYMENT #2 – 25%: Upon receipt of successful completion of Site Visit #1 Report Form Attestation form of time entry for weeks 1-3.

PAYMENT #3 – 25%: Upon receipt of Attestation form of time entry for weeks 4-5.

PAYMENT #4 – 25%: Upon receipt of Site Visit #2 Report Form, Attestation form of time entry for week 6 and Attestation form for final report as detailed.

GRANTEE, if requested, 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's Initials: _____

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

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

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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 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 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.

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

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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.

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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.

GRANTEE's Initials: _____

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

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subcontractor for segments of the work under this contract and wish to propose different insurance requirements than outlined below, 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 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 Contractor 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

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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. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.
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**

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- 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 Basil

Grant Specialist

Lashaun.basil@dc.gov

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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

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- 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-WRGI-2021
- b. RFA No.: DOES-WRGI-2021



NOTICE OF GRANT AWARD (NOGA)

Information Page

RFA No.: DOES-WRGI-2021

NOGA No.: DOES-WRGI-2021-03

GRANTEE: Capstone Group

Tax ID#/EIN: [REDACTED]

Award Begin Date: June 21, 2021

Award End Date: June 22, 2022

Grant Award Amount: \$50,000

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 Program and Provider 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: 202-698-5043

GRANTEE Point of Contact Information:

Name: Maria P Jones

Email: meccaminded@gmail.com

Phone: 202-798-1644

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-WRGI-2021-03 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

In support of its mission, DOES Office of Youth Programs administers the Marion S. Barry Summer Youth Employment Program (MBSYEP), an annual, short-term, locally funded workforce development training program that connects youth with enriching and constructive summer work experiences through subsidized and unsubsidized placements with non-profit, private, local and federal government Host Employers.

Through MBSYEP, youth (1) earn money; (2) gain meaningful work experience; (3) are exposed to high demand career industries; (4) interact with dynamic working professionals in a positive work environment; and (5) learn and develop the skills, attitudes, and commitment necessary to succeed in today's evolving workforce

II. SCOPE

The District of Columbia Department of Employment Services (DOES), through its Office of Youth Programs (OYP), is seeking qualified organizations to provide high quality, structured workforce development training for District youth ages 14 to 21 with and without special needs (youth) that will prepare youth for purposeful and developmentally appropriate employment and career exploration opportunities.

MBSYEP Work Readiness/Growth Industry Grant Program

GRANTEES shall deliver high quality, structured workforce development training in the following categories.

- A. Work Readiness
- B. Growth Industry

Work Readiness Grant Program

GRANTEES shall deliver high quality, structured technical employability skills training necessary to succeed in today's evolving workforce, including the below.

- Career/job search techniques
- Values clarification and personal development
- Preparation of resumes and job applications
- Interview techniques including appropriate attire for interviews
- Appropriate attire for various occupations
- Appropriate follow-up services

GRANTEES shall deliver high quality, structured financial literacy training that teaches basic personal financial management skills such as balancing a checkbook and understanding the basic principles of earning, spending, saving, and credit.

GRANTEES shall deliver high quality, structured trainings to develop “non-technical” skills, abilities, and traits necessary to succeed in today’s evolving workforce, including the below.

- Communication and Conflict Resolution Skills
- Problem Solving Skills
- Critical Thinking Skills
- Self-Direction
- Personal Qualities and Work Ethics
- Time Management
- Workplace Etiquette

Growth Industry Grant Program

GRANTEES shall provide high quality, structured Growth Industry Sector (GIS) training, including the below.

- a. Exposure** – In stage one, youth are exposed to the GIS, including the identification, gathering, evaluating, and synthesizing of evidence, information, and ideas. This can include introducing a new concept, ex. starting a new business, environmental projects (gardening), building or designing a computer application. Youth can gain exposure to these areas interfacing with industry professionals through field trips, lectures, or visits to the worksite.

In some cases, youth may be engaging in fields that are fully developed; however, they should be exposed to learning experiences that actively engage them in the process of re-discovery and to help them gain a deeper understanding of the GIS. In this stage, GRANTEES are fully responsible for structuring programming and the approach used for investigation/creative exploration. Through exposure and activities, youth gain a deeper understanding of their chosen GIS.

- b. Experience** – Youth in this stage should participate in exploration of a GIS and are gaining discipline-appropriate tools and knowledge through hands-on experiences. Experience-level activities offer youth practice working in practical settings and developing a plan for approaching issues affecting the proposed GIS, the answers to which may be either known or unknown. Youth in this stage acquire soft and hard skills that they may have opportunities to put to everyday use. Or they may work to develop the skills needed to be successful in a GIS. For instance, a youth who is designing and developing a computer application would learn a specific computer program. In either case, they continue to refine their experiences and to learn discipline appropriate tools.

- c. Final Report** – Youth undertaking a capstone project rationalize the skills developed over the course of the first two (2) stages in order to produce a project that encapsulates the overall six- week experience. The level of independence of the capstone phase will vary

considerably: some disciplines are characterized by a high degree of autonomy and solo work; others typically generate knowledge in the context of teamwork or collaboration. Regardless, the work of this phase allows youth to organize and synthesize knowledge and skills acquired in a wide array of settings and situations over the course of the program under the guidance of the GRANTEES. GRANTEES are required to submit a summary or outline of their proposed capstone project. Upon completion of the program, GRANTEES may submit the final capstone project through various forms (CD's, videos/photographs, invitation to performances, hard copies of completed books, and etc.).

GRANTEES shall offer high quality, structured GIS training in at least one of the following sectors.

1. Agricultural/Environmental

Programs that educate youth on the state of our environment, the relationship to the environment, food and water supplies, workforce theories and practices that are considered “environmentally friendly,” and related high demand career choices.

2. Information Technology/Telecommunications

Programs that educate youth on the uses of computer hardware, software, and other forms of technology, emphasizing the increasing and novel reliance on technology, the attendant increasing need for systems and data privacy, how technology impacts the evolving workforce and related high demand career choices. Last, all programming should introduce potential related career choices.

3. Media/Publications/Communications/Entertainment

Programs that educate youth on the exploration of the technical aspects of media production, arts management, and developmental processes of the arts, artistic techniques, applications of the particular genre and related high demand careers.

4. Business/Professional Services

Programs that educate youth on navigating organizational cultures, working effectively with groups of co-workers and individuals in management positions, meeting expectations of the virtual or in-person work-place environment, and acquiring skills necessary to succeed in today's evolving workforce, and related high demand career choices.

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.1. Program Requirements

The GRANTEES shall:

- Deliver a maximum of 20 hours per week to youth ages 14-15 and a maximum of 25 hours per week to youth ages 16-21. This is based on an average of five (5) days per week, with a minimum of four (4) hours of contact per day, per participant ages 14-15; and a minimum of five (5) hours of contact per day, per participant ages 16-21.
- Provide documentation that proves their ability to serve youth with special needs, if submitting proposals to provide service for youth with special needs. All trainings should assist youth with individual employment needs and improve their individual marketability necessary to succeed in today's evolving workforce.
- Undergo background checks as mandated by the Child and Youth, Safety and Health Omnibus Amendment Act of 2004 (CYSHA).
- Provide appropriate follow up services, as required by youth, throughout the grant term.

B.2. General Requirements

1. The GRANTEE must successfully complete the following during the period of performance:
 - a. Monthly Meeting(s) (in person, telephone, etc.) as required
 - b. Where applicable, submission of monthly, bi-weekly, or weekly reports.
 - c. GRANTEE must provide programming as outlined in the proposal the GRANTEE submitted in response to RFA No.: DOES-WRGI-2021. The proposal is attached hereto and is made a part of this NOGA.

GRANTEE's Initials: MPJ
 - d. The GRANTEE must 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.
 - 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.
- g. 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.
- h. 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.
- i. GRANTEES shall collect data regarding contact with persons with Limited English Proficient (LEP) and Non-English Proficient (NEP) and report this data to DOES Language Access Coordinator on a quarterly basis.
- j. GRANTEES shall provide interpretation services and translation of vital documents for persons with LEP/NEP. All translated materials must have DOES brand and be reported to DOES’ Language Access Coordinator on a quarterly basis.
- k. 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 funded by DOES.

C. Reporting/Deliverables

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

Reporting

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
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DOES POH 2022 Q18_NOGA Grants

Department of Employment Services

NOGA No.: DOES-WRGI-2021

Item 1	Monthly Status Report (OGARA)	1	Via email	Monthly by the 10th of the subsequent month
Item 2	Monthly Expenditure Report (OGARA) – If Requested	1	Via email	Monthly by the 10th of the subsequent month
Item 3	Close out Report	1	Via email	30 days after grant end date
Item 4	LEP/NEP Report	1	Via email	Quarterly

Deliverables

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Work Plan	1	Via email	Two weeks after Award
Item 2	Site Visit #1	1	Via email	Date provided by Program
Item 3	Time entry for weeks 1-6	1	Via email	Per Pay Period
Item 4	Site Visit #2	1	Via email	Date provided by Program

All program reports and deliverables must be submitted to DOES per the schedule provided above.

1. **Participant Files** – GRANTEE’s are required to complete and submit a participant file for every participant in the program, with strategic categories selected. A hard copy of ALL participant files must be submitted to DOES via mail with a postmark date no later than 30 days after the end of the grant. All files must be mailed to:

ATTN: Nishelle Goins
 Department of Employment Services
 4058 Minnesota Avenue, Suite 2000, NE
 Washington, D.C. 20019

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

GRANTEE’s Initials: MPJ

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.

III. PERIOD OF PERFORMANCE

The “Marion S. Barry Summer Youth Employment Program Work Readiness & Growth Industry Sector” grant will operate for one year form the 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.

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-WRGI-2021 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES- WRGI-2021, this NOGA and the attached proposal.

GRANTEE’s Initials: MPJ

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-WRGI-2021, this NOGA and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-WRGI-2021, this NOGA and the attached proposal.

A. Grant Funding Amount

The GRANTEE is awarded \$50,000.

B. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the Grant Agreement. There are four (4) 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 Amount 25%: Upon receipt of staff clearances (must meet ratio 12:1), training plans, attendance to mandatory OYP HCA orientation, and completed Pre-Program Worksite Visit form, as required before the start of the program.

PAYMENT #2 – 25%: Upon receipt of successful completion of Site Visit #1 Report Form Attestation form of time entry for weeks 1-3.

PAYMENT #3 – 25%: Upon receipt of Attestation form of time entry for weeks 4-5.

PAYMENT #4 – 25%: Upon receipt of Site Visit #2 Report Form, Attestation form of time entry for week 6 and Attestation form for final report as detailed.

GRANTEE, if requested, 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’s Initials: MPJ

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

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 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 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.

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.

GRANTEE’s Initials: MPJ

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 and wish to propose different insurance requirements than outlined below, 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 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 Contractor 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. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.
 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 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-WRGI-2021
- b. RFA No.: DOES-WRGI-2021

SIGNATURES

NOGA:	DOES-WRGI-2021-03
GRANTEE:	Capstone Group
Federal Tax ID Number:	XXXXXXXXXX
Grant Amount:	\$50,000
Authorized Representative Name:	Maria P Jones
Authorized Representative Title:	Program Manager

As the duly authorized representative of the GRANTEE, I hereby certify that the GRANTEE will comply with the terms of NOGA: DOES-WRGI-2021-03 the attached proposal submitted in response to RFA No.: DOES-ISYI-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-WRGI-2021 and hereby certify my authority to execute this NOGA on GRANTEE's behalf.

<u><i>Maria P. Jones</i></u>	<u>06/16/21</u>
Signature of Authorized Representative	Date

Maria P. Jones
Printed Name of Authorized Representative

Program Manager
Title of Authorized Representative

To Be Completed By The District of Columbia:

<u>Nicole Chapple</u>	<u>06/21/21</u>
Department of Employment Services	Date
Grant Officer	



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

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NOTICE OF GRANT AWARD (NOGA)

Information Page

RFA No.: DOES-WRGI-2021
NOGA No.: DOES-WRGI-2021-05
GRANTEE: Children & Charity International
Tax ID#/EIN: [REDACTED]
Award Begin Date: June 21, 2021
Award End Date: June 22, 2022
Grant Award Amount: \$50,000

DOES Grant Officer Point of Contact Information:

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Phone: 202-671-1900

DOES Grant Specialist Contact Information:

Name: LaShaun Basil
Email: lashaun.basil@dc.gov
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DOES Program and Provider 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: 202-698-5043

GRANTEE Point of Contact Information:

Name: Marilyn James
Email: marilynj2@prodigy.net
Phone: 202-701-4479

A handwritten signature in black ink, appearing to be the initials "WJ".

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The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-WRGI-2021-05 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

In support of its mission, DOES Office of Youth Programs administers the Marion S. Barry Summer Youth Employment Program (MBSYEP), an annual, short-term, locally funded workforce development training program that connects youth with enriching and constructive summer work experiences through subsidized and unsubsidized placements with non-profit, private, local and federal government Host Employers.

Through MBSYEP, youth (1) earn money; (2) gain meaningful work experience; (3) are exposed to high demand career industries; (4) interact with dynamic working professionals in a positive work environment; and (5) learn and develop the skills, attitudes, and commitment necessary to succeed in today's evolving workforce

II. SCOPE

The District of Columbia Department of Employment Services (DOES), through its Office of Youth Programs (OYP), is seeking qualified organizations to provide high quality, structured workforce development training for District youth ages 14 to 21 with and without special needs (youth) that will prepare youth for purposeful and developmentally appropriate employment and career exploration opportunities.

MBSYEP Work Readiness/Growth Industry Grant Program

GRANTEES shall deliver high quality, structured workforce development training in the following categories.

- A. Work Readiness
- B. Growth Industry

Work Readiness Grant Program

GRANTEES shall deliver high quality, structured technical employability skills training necessary to succeed in today's evolving workforce, including the below.

- Career/job search techniques
- Values clarification and personal development
- Preparation of resumes and job applications
- Interview techniques including appropriate attire for interviews
- Appropriate attire for various occupations
- Appropriate follow-up services

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GRANTEES shall deliver high quality, structured financial literacy training that teaches basic personal financial management skills such as balancing a checkbook and understanding the basic principles of earning, spending, saving, and credit.

GRANTEES shall deliver high quality, structured trainings to develop “non-technical” skills, abilities, and traits necessary to succeed in today’s evolving workforce, including the below.

- Communication and Conflict Resolution Skills
- Problem Solving Skills
- Critical Thinking Skills
- Self-Direction
- Personal Qualities and Work Ethics
- Time Management
- Workplace Etiquette

Growth Industry Grant Program

GRANTEES shall provide high quality, structured Growth Industry Sector (GIS) training, including the below.

- a. Exposure** – In stage one, youth are exposed to the GIS, including the identification, gathering, evaluating, and synthesizing of evidence, information, and ideas. This can include introducing a new concept, ex. starting a new business, environmental projects (gardening), building or designing a computer application. Youth can gain exposure to these areas interfacing with industry professionals through field trips, lectures, or visits to the worksite.

In some cases, youth may be engaging in fields that are fully developed; however, they should be exposed to learning experiences that actively engage them in the process of re-discovery and to help them gain a deeper understanding of the GIS. In this stage, GRANTEES are fully responsible for structuring programming and the approach used for investigation/creative exploration. Through exposure and activities, youth gain a deeper understanding of their chosen GIS.

- b. Experience** – Youth in this stage should participate in exploration of a GIS and are gaining discipline-appropriate tools and knowledge through hands-on experiences. Experience-level activities offer youth practice working in practical settings and developing a plan for approaching issues affecting the proposed GIS, the answers to which may be either known or unknown. Youth in this stage acquire soft and hard skills that they may have opportunities to put to everyday use. Or they may work to develop the skills needed to be successful in a GIS. For instance, a youth who is designing and developing a computer application would learn a specific computer program. In either case, they continue to refine their experiences and to learn discipline appropriate tools.

- c. Final Report** – Youth undertaking a capstone project rationalize the skills developed over the course of the first two (2) stages in order to produce a project that encapsulates the overall six- week experience. The level of independence of the capstone phase will vary

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considerably: some disciplines are characterized by a high degree of autonomy and solo work; others typically generate knowledge in the context of teamwork or collaboration. Regardless, the work of this phase allows youth to organize and synthesize knowledge and skills acquired in a wide array of settings and situations over the course of the program under the guidance of the GRANTEES. GRANTEES are required to submit a summary or outline of their proposed capstone project. Upon completion of the program, GRANTEES may submit the final capstone project through various forms (CD's, videos/photographs, invitation to performances, hard copies of completed books, and etc.).

GRANTEES shall offer high quality, structured GIS training in at least one of the following sectors.

1. Agricultural/Environmental

Programs that educate youth on the state of our environment, the relationship to the environment, food and water supplies, workforce theories and practices that are considered “environmentally friendly,” and related high demand career choices.

2. Information Technology/Telecommunications

Programs that educate youth on the uses of computer hardware, software, and other forms of technology, emphasizing the increasing and novel reliance on technology, the attendant increasing need for systems and data privacy, how technology impacts the evolving workforce and related high demand career choices. Last, all programming should introduce potential related career choices.

3. Media/Publications/Communications/Entertainment

Programs that educate youth on the exploration of the technical aspects of media production, arts management, and developmental processes of the arts, artistic techniques, applications of the particular genre and related high demand careers.

4. Business/Professional Services

Programs that educate youth on navigating organizational cultures, working effectively with groups of co-workers and individuals in management positions, meeting expectations of the virtual or in-person work-place environment, and acquiring skills necessary to succeed in today's evolving workforce, and related high demand career choices.

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.1. Program Requirements

The GRANTEES shall:

- Deliver a maximum of 20 hours per week to youth ages 14-15 and a maximum of 25 hours per week to youth ages 16-21. This is based on an average of five (5) days per week, with a minimum of four (4) hours of contact per day, per participant ages 14-15; and a minimum of five (5) hours of contact per day, per participant ages 16-21.
- Provide documentation that proves their ability to serve youth with special needs, if submitting proposals to provide service for youth with special needs. All trainings should assist youth with individual employment needs and improve their individual marketability necessary to succeed in today's evolving workforce.
- Undergo background checks as mandated by the Child and Youth, Safety and Health Omnibus Amendment Act of 2004 (CYSHA).
- Provide appropriate follow up services, as required by youth, throughout the grant term.

B.2. General Requirements

1. The GRANTEE must successfully complete the following during the period of performance:
 - a. Monthly Meeting(s) (in person, telephone, etc.) as required
 - b. Where applicable, submission of monthly, bi-weekly, or weekly reports.
 - c. GRANTEE must provide programming as outlined in the proposal the GRANTEE submitted in response to RFA No.: DOES-WRGI-2021. The proposal is attached hereto and is made a part of this NOGA.

GRANTEE's Initials: WJ
 - d. The GRANTEE must 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.
 - 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

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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.
- g. 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.
- h. 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.
- i. GRANTEES shall collect data regarding contact with persons with Limited English Proficient (LEP) and Non-English Proficient (NEP) and report this data to DOES Language Access Coordinator on a quarterly basis.
- j. GRANTEES shall provide interpretation services and translation of vital documents for persons with LEP/NEP. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- k. 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 funded by DOES.

C. Reporting/Deliverables

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

Reporting

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
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Item 1	Monthly Status Report (OGARA)	1	Via email	Monthly by the 10th of the subsequent month
Item 2	Monthly Expenditure Report (OGARA) – If Requested	1	Via email	Monthly by the 10th of the subsequent month
Item 3	Close out Report	1	Via email	30 days after grant end date
Item 4	LEP/NEP Report	1	Via email	Quarterly

Deliverables

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Work Plan	1	Via email	Two weeks after Award
Item 2	Site Visit #1	1	Via email	Date provided by Program
Item 3	Time entry for weeks 1-6	1	Via email	Per Pay Period
Item 4	Site Visit #2	1	Via email	Date provided by Program

All program reports and deliverables must be submitted to DOES per the schedule provided above.

1. **Participant Files** – GRANTEE's are required to complete and submit a participant file for every participant in the program, with strategic categories selected. A hard copy of ALL participant files must be submitted to DOES via mail with a postmark date no later than 30 days after the end of the grant. All files must be mailed to:

ATTN: Nishelle Goins
 Department of Employment Services
 4058 Minnesota Avenue, Suite 2000, NE
 Washington, D.C. 20019

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

GRANTEE's Initials: WS

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-

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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 “Marion S. Barry Summer Youth Employment Program Work Readiness & Growth Industry Sector” grant will operate for one year form the 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.

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-WRGI-2021 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES- WRGI-2021, this NOGA and the attached proposal.

GRANTEE’s Initials: WS

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-WRGI-2021, this NOGA and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-WRGI-2021, this NOGA and the attached proposal.

A. Grant Funding Amount

The GRANTEE is awarded \$50,000.

B. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the Grant Agreement. There are four (4) 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%

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PAYMENT #1 – Base Amount 25%: Upon receipt of staff clearances (must meet ratio 12:1), training plans, attendance to mandatory OYP HCA orientation, and completed Pre-Program Worksite Visit form, as required before the start of the program.

PAYMENT #2 – 25%: Upon receipt of successful completion of Site Visit #1 Report Form Attestation form of time entry for weeks 1-3.

PAYMENT #3 – 25%: Upon receipt of Attestation form of time entry for weeks 4-5.

PAYMENT #4 – 25%: Upon receipt of Site Visit #2 Report Form, Attestation form of time entry for week 6 and Attestation form for final report as detailed.

GRANTEE, if requested, 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's Initials: WJ

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

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

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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 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 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.

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

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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.

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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.

GRANTEE's Initials: WS

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

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subcontractor for segments of the work under this contract and wish to propose different insurance requirements than outlined below, 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 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 Contractor 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

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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. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.
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**

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- 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 Basil
Grant Specialist
Lashaun.basil@dc.gov**

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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

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- 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-WRGI-2021
- b. RFA No.: DOES-WRGI-2021

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SIGNATURES

NOGA: DOES-WRGI-2021-05
GRANTEE: **Children & Charity International**
Federal Tax ID Number: [REDACTED]
Grant Amount: \$50,000
Authorized Representative Name: Marilyn James
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-WRGI-2021-05 the attached proposal submitted in response to RFA No.: DOES-ISYI-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-WRGI-2021 and hereby certify my authority to execute this NOGA on GRANTEE's behalf.



Signature of Authorized Representative

6/16/2021

Date

Marilyn James

Printed Name of Authorized Representative

Executive Director

Title of Authorized Representative

To Be Completed By The District of Columbia:

Nicole Chapple
Department of Employment Services
Grant Officer

06/23/21

Date



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NOTICE OF GRANT AWARD (NOGA)

Information Page

RFA No.: DOES-WRGI-2021
NOGA No.: DOES-WRGI-2021-15
GRANTEE: The Dance Institute of Washington, Inc.
Tax ID#/EIN: [REDACTED]
Award Begin Date: June 21, 2021
Award End Date: June 22, 2022
Grant Award Amount: \$50,000

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 Program and Provider 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: 202-698-5043

GRANTEE Point of Contact Information:

Name: Kahina Haynes
Email: development@danceinstitute.org
Phone: 202-371-9656

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DOES POH 2022 Q18_NOGA Grants

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-WRGI-2021-15 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

In support of its mission, DOES Office of Youth Programs administers the Marion S. Barry Summer Youth Employment Program (MBSYEP), an annual, short-term, locally funded workforce development training program that connects youth with enriching and constructive summer work experiences through subsidized and unsubsidized placements with non-profit, private, local and federal government Host Employers.

Through MBSYEP, youth (1) earn money; (2) gain meaningful work experience; (3) are exposed to high demand career industries; (4) interact with dynamic working professionals in a positive work environment; and (5) learn and develop the skills, attitudes, and commitment necessary to succeed in today's evolving workforce

II. SCOPE

The District of Columbia Department of Employment Services (DOES), through its Office of Youth Programs (OYP), is seeking qualified organizations to provide high quality, structured workforce development training for District youth ages 14 to 21 with and without special needs (youth) that will prepare youth for purposeful and developmentally appropriate employment and career exploration opportunities.

MBSYEP Work Readiness/Growth Industry Grant Program

GRANTEES shall deliver high quality, structured workforce development training in the following categories.

- A. Work Readiness
- B. Growth Industry

Work Readiness Grant Program

GRANTEES shall deliver high quality, structured technical employability skills training necessary to succeed in today's evolving workforce, including the below.

- Career/job search techniques
- Values clarification and personal development
- Preparation of resumes and job applications
- Interview techniques including appropriate attire for interviews
- Appropriate attire for various occupations
- Appropriate follow-up services

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GRANTEES shall deliver high quality, structured financial literacy training that teaches basic personal financial management skills such as balancing a checkbook and understanding the basic principles of earning, spending, saving, and credit.

GRANTEES shall deliver high quality, structured trainings to develop “non-technical” skills, abilities, and traits necessary to succeed in today’s evolving workforce, including the below.

- Communication and Conflict Resolution Skills
- Problem Solving Skills
- Critical Thinking Skills
- Self-Direction
- Personal Qualities and Work Ethics
- Time Management
- Workplace Etiquette

Growth Industry Grant Program

GRANTEES shall provide high quality, structured Growth Industry Sector (GIS) training, including the below.

- a. Exposure** – In stage one, youth are exposed to the GIS, including the identification, gathering, evaluating, and synthesizing of evidence, information, and ideas. This can include introducing a new concept, ex. starting a new business, environmental projects (gardening), building or designing a computer application. Youth can gain exposure to these areas interfacing with industry professionals through field trips, lectures, or visits to the worksite.

In some cases, youth may be engaging in fields that are fully developed; however, they should be exposed to learning experiences that actively engage them in the process of re-discovery and to help them gain a deeper understanding of the GIS. In this stage, GRANTEES are fully responsible for structuring programming and the approach used for investigation/creative exploration. Through exposure and activities, youth gain a deeper understanding of their chosen GIS.

- b. Experience** – Youth in this stage should participate in exploration of a GIS and are gaining discipline-appropriate tools and knowledge through hands-on experiences. Experience-level activities offer youth practice working in practical settings and developing a plan for approaching issues affecting the proposed GIS, the answers to which may be either known or unknown. Youth in this stage acquire soft and hard skills that they may have opportunities to put to everyday use. Or they may work to develop the skills needed to be successful in a GIS. For instance, a youth who is designing and developing a computer application would learn a specific computer program. In either case, they continue to refine their experiences and to learn discipline appropriate tools.

- c. Final Report** – Youth undertaking a capstone project rationalize the skills developed over the course of the first two (2) stages in order to produce a project that encapsulates the overall six- week experience. The level of independence of the capstone phase will vary

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considerably: some disciplines are characterized by a high degree of autonomy and solo work; others typically generate knowledge in the context of teamwork or collaboration. Regardless, the work of this phase allows youth to organize and synthesize knowledge and skills acquired in a wide array of settings and situations over the course of the program under the guidance of the GRANTEES. GRANTEES are required to submit a summary or outline of their proposed capstone project. Upon completion of the program, GRANTEES may submit the final capstone project through various forms (CD's, videos/photographs, invitation to performances, hard copies of completed books, and etc.).

GRANTEES shall offer high quality, structured GIS training in at least one of the following sectors.

1. Agricultural/Environmental

Programs that educate youth on the state of our environment, the relationship to the environment, food and water supplies, workforce theories and practices that are considered “environmentally friendly,” and related high demand career choices.

2. Information Technology/Telecommunications

Programs that educate youth on the uses of computer hardware, software, and other forms of technology, emphasizing the increasing and novel reliance on technology, the attendant increasing need for systems and data privacy, how technology impacts the evolving workforce and related high demand career choices. Last, all programming should introduce potential related career choices.

3. Media/Publications/Communications/Entertainment

Programs that educate youth on the exploration of the technical aspects of media production, arts management, and developmental processes of the arts, artistic techniques, applications of the particular genre and related high demand careers.

4. Business/Professional Services

Programs that educate youth on navigating organizational cultures, working effectively with groups of co-workers and individuals in management positions, meeting expectations of the virtual or in-person work-place environment, and acquiring skills necessary to succeed in today's evolving workforce, and related high demand career choices.

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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B.1. Program Requirements

The GRANTEES shall:

- Deliver a maximum of 20 hours per week to youth ages 14-15 and a maximum of 25 hours per week to youth ages 16-21. This is based on an average of five (5) days per week, with a minimum of four (4) hours of contact per day, per participant ages 14-15; and a minimum of five (5) hours of contact per day, per participant ages 16-21.
- Provide documentation that proves their ability to serve youth with special needs, if submitting proposals to provide service for youth with special needs. All trainings should assist youth with individual employment needs and improve their individual marketability necessary to succeed in today's evolving workforce.
- Undergo background checks as mandated by the Child and Youth, Safety and Health Omnibus Amendment Act of 2004 (CYSHA).
- Provide appropriate follow up services, as required by youth, throughout the grant term.

B.2. General Requirements

1. The GRANTEE must successfully complete the following during the period of performance:
 - a. Monthly Meeting(s) (in person, telephone, etc.) as required
 - b. Where applicable, submission of monthly, bi-weekly, or weekly reports.
 - c. GRANTEE must provide programming as outlined in the proposal the GRANTEE submitted in response to RFA No.: DOES-WRGI-2021. The proposal is attached hereto and is made a part of this NOGA.
GRANTEE's Initials: KH
 - d. The GRANTEE must 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.
 - 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

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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.
- g. 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.
- h. 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.
- i. GRANTEES shall collect data regarding contact with persons with Limited English Proficient (LEP) and Non-English Proficient (NEP) and report this data to DOES Language Access Coordinator on a quarterly basis.
- j. GRANTEES shall provide interpretation services and translation of vital documents for persons with LEP/NEP. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- k. 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 funded by DOES.

C. Reporting/Deliverables

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

Reporting

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
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Item 1	Monthly Status Report (OGARA)	1	Via email	Monthly by the 10th of the subsequent month
Item 2	Monthly Expenditure Report (OGARA) – If Requested	1	Via email	Monthly by the 10th of the subsequent month
Item 3	Close out Report	1	Via email	30 days after grant end date
Item 4	LEP/NEP Report	1	Via email	Quarterly

Deliverables

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Work Plan	1	Via email	Two weeks after Award
Item 2	Site Visit #1	1	Via email	Date provided by Program
Item 3	Time entry for weeks 1-6	1	Via email	Per Pay Period
Item 4	Site Visit #2	1	Via email	Date provided by Program

All program reports and deliverables must be submitted to DOES per the schedule provided above.

1. **Participant Files** – GRANTEE's are required to complete and submit a participant file for every participant in the program, with strategic categories selected. A hard copy of ALL participant files must be submitted to DOES via mail with a postmark date no later than 30 days after the end of the grant. All files must be mailed to:

ATTN: Nishelle Goins
 Department of Employment Services
 4058 Minnesota Avenue, Suite 2000, NE
 Washington, D.C. 20019

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

GRANTEE's Initials: KH

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-

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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 “Marion S. Barry Summer Youth Employment Program Work Readiness & Growth Industry Sector” grant will operate for one year form the 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.

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-WRGI-2021 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES- WRGI-2021, this NOGA and the attached proposal.

GRANTEE’s Initials: KH

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-WRGI-2021, this NOGA and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-WRGI-2021, this NOGA and the attached proposal.

A. Grant Funding Amount

The GRANTEE is awarded \$50,000.

B. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the Grant Agreement. There are four (4) 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%

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PAYMENT #1 – Base Amount 25%: Upon receipt of staff clearances (must meet ratio 12:1), training plans, attendance to mandatory OYP HCA orientation, and completed Pre-Program Worksite Visit form, as required before the start of the program.

PAYMENT #2 – 25%: Upon receipt of successful completion of Site Visit #1 Report Form Attestation form of time entry for weeks 1-3.

PAYMENT #3 – 25%: Upon receipt of Attestation form of time entry for weeks 4-5.

PAYMENT #4 – 25%: Upon receipt of Site Visit #2 Report Form, Attestation form of time entry for week 6 and Attestation form for final report as detailed.

GRANTEE, if requested, 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's Initials: KH

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

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

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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 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 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.

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

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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.

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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.

GRANTEE's Initials: KH

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

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subcontractor for segments of the work under this contract and wish to propose different insurance requirements than outlined below, 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 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 Contractor 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

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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. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.
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**

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- 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 Basil
Grant Specialist
Lashaun.basil@dc.gov**

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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

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- 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-WRGI-2021
- b. RFA No.: DOES-WRGI-2021

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SIGNATURES

NOGA: DOES-WRGI-2021-15
GRANTEE: **The Dance Institute of Washington, Inc.**
Federal Tax ID Number: [REDACTED]
Grant Amount: \$50,000
Authorized Representative Name: Kahina Haynes
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-WRGI-2021-15 the attached proposal submitted in response to RFA No.: DOES-ISYI-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-WRGI-2021 and hereby certify my authority to execute this NOGA on GRANTEE's behalf.

 06-17-2021

Signature of Authorized Representative Date
Kahina Haynes

Printed Name of Authorized Representative
Executive Director

Title of Authorized Representative

To Be Completed By The District of Columbia:

Nicole Chapple 06/21/21
Department of Employment Services Date
Grant Officer

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Department of Employment Services

NOGA No.: DOES-CDFS-2021



NOTICE OF GRANT AWARD (NOGA)

Information Page

RFA No.: DOES-CDFS-2021
NOGA No.: DOES-CDFS-2021-01
GRANTEE: Dramatic Solutions
Tax ID#/EIN: [REDACTED]
Award Begin Date: September 20, 2021
Award End Date: September 19, 2022
Grant Award Amount: \$200,000

DOES Grant Officer 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 Contact Information:

Name: Porscha Mills
Email: porscha.mills@dc.gov

Phone: 202-698-4125

DOES Program Office Contact Information:

Name: Kathy Guevara
Email: kathey.guevara2@yahoo.com

Phone: 202- 531-7056

GRANTEE Point of Contact Information:

Name: Dr. Carmen White
Email: dramadoctors@gmail.com

Phone: 202-438-7031

DOES POH 2022 Q18_NOGA Grants

Department of Employment Services

NOGA No.: DOES-CDFS-2021

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-CDFS-2021-01 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

Department of Employment Services (DOES) connects District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. DOES, a proud partner of the American Job Center, is an equal opportunity employer/service provider. Translation and interpretation services are available upon request to persons with limited or no English proficiency. Auxiliary aids and services are available upon request to persons with disabilities.

DOES, through its Workforce and Federal Programs, receives annual funding under the federal Workforce Innovation and Opportunity Act (WIOA) to support a range of employment and workforce development training activities for DC jobseekers and businesses. These services are accessible through DOES' Out of School Youth Program (OSY). DOES OSY is supported by the U.S. Department of Labor as part of awards totaling \$11,678,763.

GRANTEE shall provide professional career services that align with DOES' commitment to delivering workforce development services to unemployed/underemployed District residents that will lead to full-time unsubsidized employment and a pathway to the middle class.

II. SCOPE

GRANTEE developed and shall provide professional career services for out of school District youth ages 18 to 24 (participants). The professional career services to be provided pursuant to this NOGA, include follow-up services, career visioning, career coaching, career search support, professional resume development, interview preparation and professional online presence creation/improvement.

DOES will recruit, enroll, and assign participants to GRANTEE.

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.1. Program Requirements

Professional career services may be provided in person, virtually, or a hybrid of virtual and in person. If the professional career services will use virtual platforms, GRANTEE shall provide the

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virtual platforms and any equipment needed to run the virtual platforms. If the professional career services will be provided in person, GRANTEE shall comply with CDC, DC Department of Health, DOES guidelines to prevent the spread of COVID-19 and Mayor's Order 2021-099, Vaccination Certification Requirement for District Government Grantees.

- GRANTEES shall provide professional career services that encompass **all seven (7)** of the following categories.
 - **Follow-Up Services** shall address challenges to successful employment or postsecondary education enrollment and include (1) regular contact with participants, (2) assistance addressing work-related/educational problems that may arise, and (3) navigating through life after training.
 - **Visioning** shall assist participants define their career journey and provide a fully developed Career Roadmap with recommended training courses and salary potential for each pathway within the identified profession.
 - **Career Coaching** shall empower participants to make informed decisions about their career journey through (1) interview and resume preparation that considers the participants' relevant goals, skills and abilities for the position, and (2) targeted research on employers in the identified profession. During the period of performance, participants shall receive a maximum of 24 hours of career coaching to be provided in 2 hourly sessions per month or as approved by DOES.
 - **Career Search Support** shall include sending job leads, goal setting, branding, networking strategy, encouragement, and salary and benefits negotiations.
 - **Professional Resume Development** requires participants to draft best-practice industry standard formatted resumes aligned with the identified profession and easily customizable to emphasize the criteria of targeted positions in the identified profession. The participants' resumes must describe work experience, educational background, and special skills and abilities that are responsive to the criteria of the position and lead to interviews. Participants should draft cover letters, thank-you notes, professional biographies, and any other documents needed for the identified profession.
 - **Personal Branding** requires participants to define, design, and communicate their professional brand through developing professional social media profiles, such as LinkedIn, and quality work portfolios, where applicable. The final product must be a functional and professional social media presence that is viewable by potential employers and professional networks.
 - **Placement** requires participants to obtain unsubsidized employment and/or post-secondary education enrollment, including all WIOA approved placements included in TEGL NO. 10-16.
- GRANTEE shall provide services to 200 participants.

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- GRANTEE shall provide a work plan that describes (1) how professional career services will be provided; (2) how the target goals will be met; and (3) the timeline for service delivery and target goal completion. Please note that any assessment tools must be approved by DOES, prior to use.
- GRANTEE shall provide participants with a need's assessment, based upon the required knowledge, skills, and abilities of the identified profession. The needs assessment must include a plan to address any challenges to successful entry into the identified profession or postsecondary education. Please note that any assessment tools must be approved by DOES, prior to use.
- GRANTEE shall pay all employees working on the Grant the current living wage or more.
- GRANTEE is required to comply with the Mayor's Order 2021-099, COVID 19 Vaccination Certification Requirement for District Government Employees, Contractors, Interns and Grantees, dated August 10, 2021 and all substantially similar vaccine requirements including any modifications to this Order, unless and until they are rescinded or superseded.

Program Outcomes

GRANTEES will be responsible for achieving the outcomes and targets set forth in the below chart

Outcomes	Target
Follow-up Services	100%
Placement Effort	65%

B.2. General Requirements

1. The GRANTEE must successfully complete the following during the period of performance:
 - a. Monthly Meetings, as required
 - b. The GRANTEE must 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.

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Department of Employment Services

NOGA No.: DOES-CDFS-2021

- c. 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.
- d. 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.

A. Reporting/Deliverables

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

Reporting

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Monthly Program Report <ul style="list-style-type: none"> • Program Narrative • Status Report • Enrollee Roster • Credential Attainment • Work Verification 	1	Via email	Monthly by the 10th of the subsequent month
Item 2	Monthly Status Report (OGARA)			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

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Deliverables

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Work Plan and Assessment Tools	1	Via email	Two weeks after Award
Item 2	Attendance Sheets	1	Via email	Monthly by the 10th of the subsequent month
Item 3	<ul style="list-style-type: none"> • Resumes and any other documents required for the identified professions • Professional social media presence on websites, such as LinkedIn • Postsecondary Education Enrollment/Credential Attainment • Unsubsidized Employment Verification 	1	Via email	Monthly by the 10th of the subsequent month

All program reports and deliverables must be submitted to DOES per the schedule provided above. Any reports generated are the sole property of DOES. GRANTEE must receive prior written permission from DOES, in order to use or disclose any report or its contents.

1. **Participant Files** – GRANTEE is required to complete and submit a participant file for every participant in the program, with strategic categories selected. A hard copy of ALL participant files must be submitted to DOES via mail with a postmark date no later than 30 days after the end of the grant. All files must be mailed to:

ATTN: Delia Frazier
 Department of Employment Services
 4058 Minnesota Avenue, Suite 2000, NE
 Washington, D.C. 20019

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

GRANTEE's Initials: CW

GRANTEE's Initials: CW

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Department of Employment Services

NOGA No.: DOES-CDFS-2021

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.

III. PERIOD OF PERFORMANCE

The "Career Development and Follow up Services" grant will operate for one year the 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.

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-CDFS-2021, this NOGA and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-CDFS-2021, this NOGA and the attached proposal.

GRANTEE's Initials: CW

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-CDFS-2021, this NOGA and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-CDFS-2021, this NOGA and the attached proposal.

A. Grant Funding Amount

The GRANTEE is awarded \$200,000.00

B. Payment Schedule

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Department of Employment Services

NOGA No.: DOES-CDFS-2021

The total amount of the grant award shall not exceed the amount specified within the Grant Agreement. 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
30%	30%	40%

PAYMENT #1 – Base Amount: Upon receipt of staff clearances, training/work plans, attendance to mandatory Workforce and Federal programs orientation, and completed Pre-Program Worksite Visit form, as required before the start of the program.

PAYMENT #2: Upon successful completion of LinkedIn profile account, completion of resumes and career roadmap including monthly case-notes. This payment is based on per participant cost of \$300.

PAYMENT #3: Upon successful completion of twelve months of career coaching sessions, follow-up services, monthly case-notes, submission of attendance sheet and job placement/post-secondary education enrollment submission. This payment is based on per participant cost of \$400.

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's Initials: CW

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

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.

GRANTEE's Initials: CW

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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.

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.

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.

Any reports generated are the sole property of DOES. GRANTEE must receive prior written permission from DOES, in order to use or disclose any report or its contents.

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 must maintain and provide documentation related to this program for 3 years after submission of the final payment.

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.

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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 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 shall 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 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.

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)

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- 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.
- DC District of Columbia Municipal Regulations Title 27 – Chapter 19 – Section 1905 through Section 1907
- Universal Paid Leave Amendment Act of 2016, D.C. Official Code § 32-541.01 et seq.

Program Specific Applicable Laws and Guidance

- Workforce Innovation and Opportunity Act (WIOA), 29 USC § 3101 et seq.
- 20 CFR § 680.450 and 20 CFR § 680.460
- TEGL No. 15-10, “Increasing Credential, Degree, and Certificate Attainment by Participants of the Public Workforce System”
- TEGL No. 41-14, “Workforce Innovation and Opportunity Act (WIOA or Opportunity Act) Title I Training Provider Eligibility Transition”
- District of Columbia High-Demand Sectors and Occupations Lists
- Policy Number: WDE-01-005 “DC DOES Invoicing for Eligible Training Providers Policy”
- Stevens Amendment - Further Consolidated Appropriations Act, 2020, at cite P.L. 116-94, Division A, Title V, Section 505.

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.

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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.

GRANTEE's Initials: CW

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 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 Grant Administrator 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

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representative of the insurer(s) have been provided to, and accepted by, the Grant Administrator. 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 Grantee decide to engage a Contractor for segments of the work under this contract and wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the Contractor, the Grantee shall submit in writing the name and brief description of work to be performed by the Contractor on the Contractors Insurance Requirement Template provided by the Grant Administrator, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the Contractor and promptly deliver such requirements in writing to the Grantee and the Grant Administrator. The Grantee must provide proof of the Contractor's required insurance prior to commencement of work by the Contractor. If the Grantee decides to engage a Contractor without requesting from ORM specific insurance requirements for the Contractor, such Contractor shall have the same insurance requirements as the Grantee.

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 Contractors (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 Contractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its Contractors, and not the additional insured. The additional insured status under the Grantee's and its Contractors' 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 Contractors' 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 Contractors, or anyone for whom the Grantee or its Contractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its Contractors 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 Contractors.

B. INSURANCE REQUIREMENTS

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1. Commercial General Liability Insurance (“CGL”) - The Grantee shall provide evidence satisfactory to the Grant Administrator 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 Grant Administrator 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.

1. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the Grant Administrator 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 Grant Administrator 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.

2. Workers’ Compensation Insurance - The Grantee shall provide evidence satisfactory to the Grant Administrator 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 Grant Administrator 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 Grantee shall provide evidence satisfactory to the Grant Administrator 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 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,

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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. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.

4. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the Grant Administrator 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) \$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.

C. 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.

- D. **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.
- E. **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.
- F. **GRANTEE'S PROPERTY.** Grantee and Contractors 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.
- G. **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.
- H. **NOTIFICATION.** The Grantee shall ensure that all policies provide that the Grant Administrator 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 Grant Administrator with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the

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Grant Administrator with an updated Certificate of Insurance should its insurance coverages renew during the contract.

- I. **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 grant 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
Lashaun.basil@dc.gov**

The Grant Administrator 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 Grant Administrator 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 Grant Administrator on an annual basis as the coverage is renewed (or replaced).

- J. **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 Contractors in the performance of this contract.
- K. **CARRIER RATINGS.** All Grantee's and its Contractors' 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.

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- 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.

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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-CDFS-2021
- b. RFA No.: DOES-CDFS-2021



NOTICE OF GRANT AWARD (NOGA)

Information Page

RFA No.: DOES-WRGI-2021
NOGA No.: DOES-WRGI-2021-07
GRANTEE: Echelon Community Services
Tax ID#/EIN: [REDACTED]
Award Begin Date: June 21, 2021
Award End Date: June 22, 2022
Grant Award Amount: \$50,000

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 Program and Provider 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: 202-698-5043

GRANTEE Point of Contact Information:

Name: Tacharna Crump
Email: tcrump@yeidc.org
Phone: 202-469-2935

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-WRGI-2021-07 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

In support of its mission, DOES Office of Youth Programs administers the Marion S. Barry Summer Youth Employment Program (MBSYEP), an annual, short-term, locally funded workforce development training program that connects youth with enriching and constructive summer work experiences through subsidized and unsubsidized placements with non-profit, private, local and federal government Host Employers.

Through MBSYEP, youth (1) earn money; (2) gain meaningful work experience; (3) are exposed to high demand career industries; (4) interact with dynamic working professionals in a positive work environment; and (5) learn and develop the skills, attitudes, and commitment necessary to succeed in today's evolving workforce

II. SCOPE

The District of Columbia Department of Employment Services (DOES), through its Office of Youth Programs (OYP), is seeking qualified organizations to provide high quality, structured workforce development training for District youth ages 14 to 21 with and without special needs (youth) that will prepare youth for purposeful and developmentally appropriate employment and career exploration opportunities.

MBSYEP Work Readiness/Growth Industry Grant Program

GRANTEES shall deliver high quality, structured workforce development training in the following categories.

- A. Work Readiness
- B. Growth Industry

Work Readiness Grant Program

GRANTEES shall deliver high quality, structured technical employability skills training necessary to succeed in today's evolving workforce, including the below.

- Career/job search techniques
- Values clarification and personal development
- Preparation of resumes and job applications
- Interview techniques including appropriate attire for interviews
- Appropriate attire for various occupations
- Appropriate follow-up services

GRANTEES shall deliver high quality, structured financial literacy training that teaches basic personal financial management skills such as balancing a checkbook and understanding the basic principles of earning, spending, saving, and credit.

GRANTEES shall deliver high quality, structured trainings to develop “non-technical” skills, abilities, and traits necessary to succeed in today's evolving workforce, including the below.

- Communication and Conflict Resolution Skills
- Problem Solving Skills
- Critical Thinking Skills
- Self-Direction
- Personal Qualities and Work Ethics
- Time Management
- Workplace Etiquette

Growth Industry Grant Program

GRANTEES shall provide high quality, structured Growth Industry Sector (GIS) training, including the below.

- a. **Exposure** – In stage one, youth are exposed to the GIS, including the identification, gathering, evaluating, and synthesizing of evidence, information, and ideas. This can include introducing a new concept, ex. starting a new business, environmental projects (gardening), building or designing a computer application. Youth can gain exposure to these areas interfacing with industry professionals through field trips, lectures, or visits to the worksite.

In some cases, youth may be engaging in fields that are fully developed; however, they should be exposed to learning experiences that actively engage them in the process of re-discovery and to help them gain a deeper understanding of the GIS. In this stage, GRANTEES are fully responsible for structuring programming and the approach used for investigation/creative exploration. Through exposure and activities, youth gain a deeper understanding of their chosen GIS.

- b. **Experience** – Youth in this stage should participate in exploration of a GIS and are gaining discipline-appropriate tools and knowledge through hands-on experiences. Experience-level activities offer youth practice working in practical settings and developing a plan for approaching issues affecting the proposed GIS, the answers to which may be either known or unknown. Youth in this stage acquire soft and hard skills that they may have opportunities to put to everyday use. Or they may work to develop the skills needed to be successful in a GIS. For instance, a youth who is designing and developing a computer application would learn a specific computer program. In either case, they continue to refine their experiences and to learn discipline appropriate tools.

- c. **Final Report** – Youth undertaking a capstone project rationalize the skills developed over the course of the first two (2) stages in order to produce a project that encapsulates the overall six- week experience. The level of independence of the capstone phase will vary

considerably: some disciplines are characterized by a high degree of autonomy and solo work; others typically generate knowledge in the context of teamwork or collaboration. Regardless, the work of this phase allows youth to organize and synthesize knowledge and skills acquired in a wide array of settings and situations over the course of the program under the guidance of the GRANTEES. GRANTEES are required to submit a summary or outline of their proposed capstone project. Upon completion of the program, GRANTEES may submit the final capstone project through various forms (CD's, videos/photographs, invitation to performances, hard copies of completed books, and etc.).

GRANTEES shall offer high quality, structured GIS training in at least one of the following sectors.

1. Agricultural/Environmental

Programs that educate youth on the state of our environment, the relationship to the environment, food and water supplies, workforce theories and practices that are considered “environmentally friendly,” and related high demand career choices.

2. Information Technology/Telecommunications

Programs that educate youth on the uses of computer hardware, software, and other forms of technology, emphasizing the increasing and novel reliance on technology, the attendant increasing need for systems and data privacy, how technology impacts the evolving workforce and related high demand career choices. Last, all programming should introduce potential related career choices.

3. Media/Publications/Communications/Entertainment

Programs that educate youth on the exploration of the technical aspects of media production, arts management, and developmental processes of the arts, artistic techniques, applications of the particular genre and related high demand careers.

4. Business/Professional Services

Programs that educate youth on navigating organizational cultures, working effectively with groups of co-workers and individuals in management positions, meeting expectations of the virtual or in-person work-place environment, and acquiring skills necessary to succeed in today's evolving workforce, and related high demand career choices.

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.1. Program Requirements

The GRANTEES shall:

- Deliver a maximum of 20 hours per week to youth ages 14-15 and a maximum of 25 hours per week to youth ages 16-21. This is based on an average of five (5) days per week, with a minimum of four (4) hours of contact per day, per participant ages 14-15; and a minimum of five (5) hours of contact per day, per participant ages 16-21.
- Provide documentation that proves their ability to serve youth with special needs, if submitting proposals to provide service for youth with special needs. All trainings should assist youth with individual employment needs and improve their individual marketability necessary to succeed in today's evolving workforce.
- Undergo background checks as mandated by the Child and Youth, Safety and Health Omnibus Amendment Act of 2004 (CYSHA).
- Provide appropriate follow up services, as required by youth, throughout the grant term.

B.2. General Requirements

1. The GRANTEE must successfully complete the following during the period of performance:
 - a. Monthly Meeting(s) (in person, telephone, etc.) as required
 - b. Where applicable, submission of monthly, bi-weekly, or weekly reports.
 - c. GRANTEE must provide programming as outlined in the proposal the GRANTEE submitted in response to RFA No.: DOES-WRGI-2021. The proposal is attached hereto and is made a part of this NOGA.

GRANTEE's Initials: 
 - d. The GRANTEE must 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.
 - 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.
- g. 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.
- h. 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.
- i. GRANTEES shall collect data regarding contact with persons with Limited English Proficient (LEP) and Non-English Proficient (NEP) and report this data to DOES Language Access Coordinator on a quarterly basis.
- j. GRANTEES shall provide interpretation services and translation of vital documents for persons with LEP/NEP. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- k. 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 funded by DOES.

C. Reporting/Deliverables

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

Reporting

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
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Item 1	Monthly Status Report (OGARA)	1	Via email	Monthly by the 10th of the subsequent month
Item 2	Monthly Expenditure Report (OGARA) – If Requested	1	Via email	Monthly by the 10th of the subsequent month
Item 3	Close out Report	1	Via email	30 days after grant end date
Item 4	LEP/NEP Report	1	Via email	Quarterly

Deliverables

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Work Plan	1	Via email	Two weeks after Award
Item 2	Site Visit #1	1	Via email	Date provided by Program
Item 3	Time entry for weeks 1-6	1	Via email	Per Pay Period
Item 4	Site Visit #2	1	Via email	Date provided by Program

All program reports and deliverables must be submitted to DOES per the schedule provided above.

1. **Participant Files** – GRANTEEES are required to complete and submit a participant file for every participant in the program, with strategic categories selected. A hard copy of ALL participant files must be submitted to DOES via mail with a postmark date no later than 30 days after the end of the grant. All files must be mailed to:

ATTN: Nishelle Goins
 Department of Employment Services
 4058 Minnesota Avenue, Suite 2000, NE
 Washington, D.C. 20019

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

GRANTEE's Initials: 

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-

GRANTEE's Initials: 

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 “Marion S. Barry Summer Youth Employment Program Work Readiness & Growth Industry Sector” grant will operate for one year form the 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.

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-WRGI-2021 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES- WRGI-2021, this NOGA and the attached proposal.

GRANTEE’s Initials: *gu*

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-WRGI-2021, this NOGA and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-WRGI-2021, this NOGA and the attached proposal.

A. Grant Funding Amount

The GRANTEE is awarded \$50,000.

B. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the Grant Agreement. There are four (4) 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%

GRANTEE’s Initials: *gu*

PAYMENT #1 – Base Amount 25%: Upon receipt of staff clearances (must meet ratio 12:1), training plans, attendance to mandatory OYP HCA orientation, and completed Pre-Program Worksite Visit form, as required before the start of the program.

PAYMENT #2 – 25%: Upon receipt of successful completion of Site Visit #1 Report Form Attestation form of time entry for weeks 1-3.

PAYMENT #3 – 25%: Upon receipt of Attestation form of time entry for weeks 4-5.

PAYMENT #4 – 25%: Upon receipt of Site Visit #2 Report Form, Attestation form of time entry for week 6 and Attestation form for final report as detailed.

GRANTEE, if requested, 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's Initials: 

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

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 Initials: 

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 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 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.

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.

GRANTEE's Initials: SM

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

GRANTEE's Initials: SM

subcontractor for segments of the work under this contract and wish to propose different insurance requirements than outlined below, 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 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 Contractor 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. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.
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 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-WRGI-2021
- b. RFA No.: DOES-WRGI-2021



NOTICE OF GRANT AWARD (NOGA)

Information Page

RFA No.: DOES-WRGI-2021

NOGA No.: DOES-WRGI-2021-08

GRANTEE: Honor U Performance Arts Academy

Tax ID#/EIN: [REDACTED]

Award Begin Date: June 21, 2021

Award End Date: June 22, 2022

Grant Award Amount: \$50,000

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 Program and Provider 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: 202-698-5043

GRANTEE Point of Contact Information:

Name: LaTrice Amanda Strong
Email: la@honorupaa.org
Phone: 202-607-8786

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-WRGI-2021-08 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

In support of its mission, DOES Office of Youth Programs administers the Marion S. Barry Summer Youth Employment Program (MBSYEP), an annual, short-term, locally funded workforce development training program that connects youth with enriching and constructive summer work experiences through subsidized and unsubsidized placements with non-profit, private, local and federal government Host Employers.

Through MBSYEP, youth (1) earn money; (2) gain meaningful work experience; (3) are exposed to high demand career industries; (4) interact with dynamic working professionals in a positive work environment; and (5) learn and develop the skills, attitudes, and commitment necessary to succeed in today's evolving workforce

II. SCOPE

The District of Columbia Department of Employment Services (DOES), through its Office of Youth Programs (OYP), is seeking qualified organizations to provide high quality, structured workforce development training for District youth ages 14 to 21 with and without special needs (youth) that will prepare youth for purposeful and developmentally appropriate employment and career exploration opportunities.

MBSYEP Work Readiness/Growth Industry Grant Program

GRANTEES shall deliver high quality, structured workforce development training in the following categories.

- A. Work Readiness
- B. Growth Industry

Work Readiness Grant Program

GRANTEES shall deliver high quality, structured technical employability skills training necessary to succeed in today's evolving workforce, including the below.

- Career/job search techniques
- Values clarification and personal development
- Preparation of resumes and job applications
- Interview techniques including appropriate attire for interviews
- Appropriate attire for various occupations
- Appropriate follow-up services

GRANTEES shall deliver high quality, structured financial literacy training that teaches basic personal financial management skills such as balancing a checkbook and understanding the basic principles of earning, spending, saving, and credit.

GRANTEES shall deliver high quality, structured trainings to develop “non-technical” skills, abilities, and traits necessary to succeed in today’s evolving workforce, including the below.

- Communication and Conflict Resolution Skills
- Problem Solving Skills
- Critical Thinking Skills
- Self-Direction
- Personal Qualities and Work Ethics
- Time Management
- Workplace Etiquette

Growth Industry Grant Program

GRANTEES shall provide high quality, structured Growth Industry Sector (GIS) training, including the below.

- a. Exposure** – In stage one, youth are exposed to the GIS, including the identification, gathering, evaluating, and synthesizing of evidence, information, and ideas. This can include introducing a new concept, ex. starting a new business, environmental projects (gardening), building or designing a computer application. Youth can gain exposure to these areas interfacing with industry professionals through field trips, lectures, or visits to the worksite.

In some cases, youth may be engaging in fields that are fully developed; however, they should be exposed to learning experiences that actively engage them in the process of re-discovery and to help them gain a deeper understanding of the GIS. In this stage, GRANTEES are fully responsible for structuring programming and the approach used for investigation/creative exploration. Through exposure and activities, youth gain a deeper understanding of their chosen GIS.

- b. Experience** – Youth in this stage should participate in exploration of a GIS and are gaining discipline-appropriate tools and knowledge through hands-on experiences. Experience-level activities offer youth practice working in practical settings and developing a plan for approaching issues affecting the proposed GIS, the answers to which may be either known or unknown. Youth in this stage acquire soft and hard skills that they may have opportunities to put to everyday use. Or they may work to develop the skills needed to be successful in a GIS. For instance, a youth who is designing and developing a computer application would learn a specific computer program. In either case, they continue to refine their experiences and to learn discipline appropriate tools.

- c. Final Report** – Youth undertaking a capstone project rationalize the skills developed over the course of the first two (2) stages in order to produce a project that encapsulates the overall six- week experience. The level of independence of the capstone phase will vary

considerably: some disciplines are characterized by a high degree of autonomy and solo work; others typically generate knowledge in the context of teamwork or collaboration. Regardless, the work of this phase allows youth to organize and synthesize knowledge and skills acquired in a wide array of settings and situations over the course of the program under the guidance of the GRANTEES. GRANTEES are required to submit a summary or outline of their proposed capstone project. Upon completion of the program, GRANTEES may submit the final capstone project through various forms (CD's, videos/photographs, invitation to performances, hard copies of completed books, and etc.).

GRANTEES shall offer high quality, structured GIS training in at least one of the following sectors.

1. Agricultural/Environmental

Programs that educate youth on the state of our environment, the relationship to the environment, food and water supplies, workforce theories and practices that are considered “environmentally friendly,” and related high demand career choices.

2. Information Technology/Telecommunications

Programs that educate youth on the uses of computer hardware, software, and other forms of technology, emphasizing the increasing and novel reliance on technology, the attendant increasing need for systems and data privacy, how technology impacts the evolving workforce and related high demand career choices. Last, all programming should introduce potential related career choices.

3. Media/Publications/Communications/Entertainment

Programs that educate youth on the exploration of the technical aspects of media production, arts management, and developmental processes of the arts, artistic techniques, applications of the particular genre and related high demand careers.

4. Business/Professional Services

Programs that educate youth on navigating organizational cultures, working effectively with groups of co-workers and individuals in management positions, meeting expectations of the virtual or in-person work-place environment, and acquiring skills necessary to succeed in today's evolving workforce, and related high demand career choices.

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.1. Program Requirements

The GRANTEES shall:

- Deliver a maximum of 20 hours per week to youth ages 14-15 and a maximum of 25 hours per week to youth ages 16-21. This is based on an average of five (5) days per week, with a minimum of four (4) hours of contact per day, per participant ages 14-15; and a minimum of five (5) hours of contact per day, per participant ages 16-21.
- Provide documentation that proves their ability to serve youth with special needs, if submitting proposals to provide service for youth with special needs. All trainings should assist youth with individual employment needs and improve their individual marketability necessary to succeed in today's evolving workforce.
- Undergo background checks as mandated by the Child and Youth, Safety and Health Omnibus Amendment Act of 2004 (CYSHA).
- Provide appropriate follow up services, as required by youth, throughout the grant term.

B.2. General Requirements

1. The GRANTEE must successfully complete the following during the period of performance:
 - a. Monthly Meeting(s) (in person, telephone, etc.) as required
 - b. Where applicable, submission of monthly, bi-weekly, or weekly reports.
 - c. GRANTEE must provide programming as outlined in the proposal the GRANTEE submitted in response to RFA No.: DOES-WRGI-2021. The proposal is attached hereto and is made a part of this NOGA.

GRANTEE's Initials: LAS

- d. The GRANTEE must 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.
- 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.
- g. 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.
- h. 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.
- i. GRANTEES shall collect data regarding contact with persons with Limited English Proficient (LEP) and Non-English Proficient (NEP) and report this data to DOES Language Access Coordinator on a quarterly basis.
- j. GRANTEES shall provide interpretation services and translation of vital documents for persons with LEP/NEP. All translated materials must have DOES brand and be reported to DOES’ Language Access Coordinator on a quarterly basis.
- k. 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 funded by DOES.

C. Reporting/Deliverables

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

Reporting

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
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DOES POH 2022 Q18_NOGA Grants

Department of Employment Services

NOGA No.: DOES-WRGI-2021

Item 1	Monthly Status Report (OGARA)	1	Via email	Monthly by the 10th of the subsequent month
Item 2	Monthly Expenditure Report (OGARA) – If Requested	1	Via email	Monthly by the 10th of the subsequent month
Item 3	Close out Report	1	Via email	30 days after grant end date
Item 4	LEP/NEP Report	1	Via email	Quarterly

Deliverables

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Work Plan	1	Via email	Two weeks after Award
Item 2	Site Visit #1	1	Via email	Date provided by Program
Item 3	Time entry for weeks 1-6	1	Via email	Per Pay Period
Item 4	Site Visit #2	1	Via email	Date provided by Program

All program reports and deliverables must be submitted to DOES per the schedule provided above.

1. **Participant Files** – GRANTEE’s are required to complete and submit a participant file for every participant in the program, with strategic categories selected. A hard copy of ALL participant files must be submitted to DOES via mail with a postmark date no later than 30 days after the end of the grant. All files must be mailed to:

ATTN: Nishelle Goins
 Department of Employment Services
 4058 Minnesota Avenue, Suite 2000, NE
 Washington, D.C. 20019

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

GRANTEE’s Initials: LAS

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.

III. PERIOD OF PERFORMANCE

The “Marion S. Barry Summer Youth Employment Program Work Readiness & Growth Industry Sector” grant will operate for one year form the 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.

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-WRGI-2021 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES- WRGI-2021, this NOGA and the attached proposal.

GRANTEE’s Initials: LAS

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-WRGI-2021, this NOGA and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-WRGI-2021, this NOGA and the attached proposal.

A. Grant Funding Amount

The GRANTEE is awarded \$50,000.

B. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the Grant Agreement. There are four (4) 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 Amount 25%: Upon receipt of staff clearances (must meet ratio 12:1), training plans, attendance to mandatory OYP HCA orientation, and completed Pre-Program Worksite Visit form, as required before the start of the program.

PAYMENT #2 – 25%: Upon receipt of successful completion of Site Visit #1 Report Form Attestation form of time entry for weeks 1-3.

PAYMENT #3 – 25%: Upon receipt of Attestation form of time entry for weeks 4-5.

PAYMENT #4 – 25%: Upon receipt of Site Visit #2 Report Form, Attestation form of time entry for week 6 and Attestation form for final report as detailed.

GRANTEE, if requested, 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’s Initials: LAS

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

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 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 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.

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.

GRANTEE’s Initials: LAS

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 and wish to propose different insurance requirements than outlined below, 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 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 Contractor 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. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.
 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 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-WRGI-2021
- b. RFA No.: DOES-WRGI-2021

SIGNATURES

NOGA:	DOES-WRGI-2021-08
GRANTEE:	Honor U Performance Arts Academy
Federal Tax ID Number:	[REDACTED]
Grant Amount:	\$50,000
Authorized Representative Name:	LaTrice Amanda Strong
Authorized Representative Title:	Founder and CEO

As the duly authorized representative of the GRANTEE, I hereby certify that the GRANTEE will comply with the terms of NOGA: DOES-WRGI-2021-08 the attached proposal submitted in response to RFA No.: DOES-ISYI-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-WRGI-2021 and hereby certify my authority to execute this NOGA on GRANTEE's behalf.

	6/15/2021
_____	_____
Signature of Authorized Representative	Date

LaTrice Amanda Strong

Printed Name of Authorized Representative

Founder and CEO

Title of Authorized Representative

To Be Completed By The District of Columbia:

_____	06/21/21
Nicole Chapple	_____
Department of Employment Services	Date
Grant Officer	



NOTICE OF GRANT AWARD (NOGA)

Information Page

RFA No.: DOES-WRGI-2021

NOGA No.: DOES-WRGI-2021-09

GRANTEE: JMG Productions, Inc.

Tax ID#/EIN: [REDACTED]

Award Begin Date: June 21, 2021

Award End Date: June 22, 2022

Grant Award Amount: \$50,000

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 Program and Provider 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: 202-698-5043

GRANTEE Point of Contact Information:

Name: Joelle Mireille Goode

Email: Joelle.Goode@JMGProductionsinc.org

Phone: 202-744-1692

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-WRGI-2021-09 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

In support of its mission, DOES Office of Youth Programs administers the Marion S. Barry Summer Youth Employment Program (MBSYEP), an annual, short-term, locally funded workforce development training program that connects youth with enriching and constructive summer work experiences through subsidized and unsubsidized placements with non-profit, private, local and federal government Host Employers.

Through MBSYEP, youth (1) earn money; (2) gain meaningful work experience; (3) are exposed to high demand career industries; (4) interact with dynamic working professionals in a positive work environment; and (5) learn and develop the skills, attitudes, and commitment necessary to succeed in today's evolving workforce

II. SCOPE

The District of Columbia Department of Employment Services (DOES), through its Office of Youth Programs (OYP), is seeking qualified organizations to provide high quality, structured workforce development training for District youth ages 14 to 21 with and without special needs (youth) that will prepare youth for purposeful and developmentally appropriate employment and career exploration opportunities.

MBSYEP Work Readiness/Growth Industry Grant Program

GRANTEES shall deliver high quality, structured workforce development training in the following categories.

- A. Work Readiness
- B. Growth Industry

Work Readiness Grant Program

GRANTEES shall deliver high quality, structured technical employability skills training necessary to succeed in today's evolving workforce, including the below.

- Career/job search techniques
- Values clarification and personal development
- Preparation of resumes and job applications
- Interview techniques including appropriate attire for interviews
- Appropriate attire for various occupations
- Appropriate follow-up services

GRANTEES shall deliver high quality, structured financial literacy training that teaches basic personal financial management skills such as balancing a checkbook and understanding the basic principles of earning, spending, saving, and credit.

GRANTEES shall deliver high quality, structured trainings to develop “non-technical” skills, abilities, and traits necessary to succeed in today's evolving workforce, including the below.

- Communication and Conflict Resolution Skills
- Problem Solving Skills
- Critical Thinking Skills
- Self-Direction
- Personal Qualities and Work Ethics
- Time Management
- Workplace Etiquette

Growth Industry Grant Program

GRANTEES shall provide high quality, structured Growth Industry Sector (GIS) training, including the below.

- a. Exposure** – In stage one, youth are exposed to the GIS, including the identification, gathering, evaluating, and synthesizing of evidence, information, and ideas. This can include introducing a new concept, ex. starting a new business, environmental projects (gardening), building or designing a computer application. Youth can gain exposure to these areas interfacing with industry professionals through field trips, lectures, or visits to the worksite.

In some cases, youth may be engaging in fields that are fully developed; however, they should be exposed to learning experiences that actively engage them in the process of re-discovery and to help them gain a deeper understanding of the GIS. In this stage, GRANTEES are fully responsible for structuring programming and the approach used for investigation/creative exploration. Through exposure and activities, youth gain a deeper understanding of their chosen GIS.

- b. Experience** – Youth in this stage should participate in exploration of a GIS and are gaining discipline-appropriate tools and knowledge through hands-on experiences. Experience-level activities offer youth practice working in practical settings and developing a plan for approaching issues affecting the proposed GIS, the answers to which may be either known or unknown. Youth in this stage acquire soft and hard skills that they may have opportunities to put to everyday use. Or they may work to develop the skills needed to be successful in a GIS. For instance, a youth who is designing and developing a computer application would learn a specific computer program. In either case, they continue to refine their experiences and to learn discipline appropriate tools.
- c. Final Report** – Youth undertaking a capstone project rationalize the skills developed over the course of the first two (2) stages in order to produce a project that encapsulates the overall six- week experience. The level of independence of the capstone phase will vary

considerably: some disciplines are characterized by a high degree of autonomy and solo work; others typically generate knowledge in the context of teamwork or collaboration. Regardless, the work of this phase allows youth to organize and synthesize knowledge and skills acquired in a wide array of settings and situations over the course of the program under the guidance of the GRANTEES. GRANTEES are required to submit a summary or outline of their proposed capstone project. Upon completion of the program, GRANTEES may submit the final capstone project through various forms (CD's, videos/photographs, invitation to performances, hard copies of completed books, and etc.).

GRANTEES shall offer high quality, structured GIS training in at least one of the following sectors.

1. Agricultural/Environmental

Programs that educate youth on the state of our environment, the relationship to the environment, food and water supplies, workforce theories and practices that are considered “environmentally friendly,” and related high demand career choices.

2. Information Technology/Telecommunications

Programs that educate youth on the uses of computer hardware, software, and other forms of technology, emphasizing the increasing and novel reliance on technology, the attendant increasing need for systems and data privacy, how technology impacts the evolving workforce and related high demand career choices. Last, all programming should introduce potential related career choices.

3. Media/Publications/Communications/Entertainment

Programs that educate youth on the exploration of the technical aspects of media production, arts management, and developmental processes of the arts, artistic techniques, applications of the particular genre and related high demand careers.

4. Business/Professional Services

Programs that educate youth on navigating organizational cultures, working effectively with groups of co-workers and individuals in management positions, meeting expectations of the virtual or in-person work-place environment, and acquiring skills necessary to succeed in today's evolving workforce, and related high demand career choices.

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.1. Program Requirements

The GRANTEES shall:

- Deliver a maximum of 20 hours per week to youth ages 14-15 and a maximum of 25 hours per week to youth ages 16-21. This is based on an average of five (5) days per week, with a minimum of four (4) hours of contact per day, per participant ages 14-15; and a minimum of five (5) hours of contact per day, per participant ages 16-21.
- Provide documentation that proves their ability to serve youth with special needs, if submitting proposals to provide service for youth with special needs. All trainings should assist youth with individual employment needs and improve their individual marketability necessary to succeed in today's evolving workforce.
- Undergo background checks as mandated by the Child and Youth, Safety and Health Omnibus Amendment Act of 2004 (CYSHA).
- Provide appropriate follow up services, as required by youth, throughout the grant term.

B.2. General Requirements

1. The GRANTEE must successfully complete the following during the period of performance:
 - a. Monthly Meeting(s) (in person, telephone, etc.) as required
 - b. Where applicable, submission of monthly, bi-weekly, or weekly reports.
 - c. GRANTEE must provide programming as outlined in the proposal the GRANTEE submitted in response to RFA No.: DOES-WRGI-2021. The proposal is attached hereto and is made a part of this NOGA.
 - d. The GRANTEE must 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.
 - 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

GRANTEE's Initials: JMG

GRANTEE's Initials: JMG

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.
- g. 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.
- h. 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.
- i. GRANTEES shall collect data regarding contact with persons with Limited English Proficient (LEP) and Non-English Proficient (NEP) and report this data to DOES Language Access Coordinator on a quarterly basis.
- j. GRANTEES shall provide interpretation services and translation of vital documents for persons with LEP/NEP. All translated materials must have DOES brand and be reported to DOES' Language Access Coordinator on a quarterly basis.
- k. 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 funded by DOES.

C. Reporting/Deliverables

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

Reporting

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
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Item 1	Monthly Status Report (OGARA)	1	Via email	Monthly by the 10th of the subsequent month
Item 2	Monthly Expenditure Report (OGARA) – If Requested	1	Via email	Monthly by the 10th of the subsequent month
Item 3	Close out Report	1	Via email	30 days after grant end date
Item 4	LEP/NEP Report	1	Via email	Quarterly

Deliverables

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Work Plan	1	Via email	Two weeks after Award
Item 2	Site Visit #1	1	Via email	Date provided by Program
Item 3	Time entry for weeks 1-6	1	Via email	Per Pay Period
Item 4	Site Visit #2	1	Via email	Date provided by Program

All program reports and deliverables must be submitted to DOES per the schedule provided above.

1. **Participant Files** – GRANTEE’s are required to complete and submit a participant file for every participant in the program, with strategic categories selected. A hard copy of ALL participant files must be submitted to DOES via mail with a postmark date no later than 30 days after the end of the grant. All files must be mailed to:

ATTN: Nishelle Goins
 Department of Employment Services
 4058 Minnesota Avenue, Suite 2000, NE
 Washington, D.C. 20019

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

GRANTEE’s Initials: JMG

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-

GRANTEE’s Initials: JMG

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 “Marion S. Barry Summer Youth Employment Program Work Readiness & Growth Industry Sector” grant will operate for one year form the 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.

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-WRGI-2021 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES- WRGI-2021, this NOGA and the attached proposal.

GRANTEE’s Initials: JMG

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-WRGI-2021, this NOGA and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-WRGI-2021, this NOGA and the attached proposal.

A. Grant Funding Amount

The GRANTEE is awarded \$50,000.

B. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the Grant Agreement. There are four (4) 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%

GRANTEE’s Initials: JMG

PAYMENT #1 – Base Amount 25%: Upon receipt of staff clearances (must meet ratio 12:1), training plans, attendance to mandatory OYP HCA orientation, and completed Pre-Program Worksite Visit form, as required before the start of the program.

PAYMENT #2 – 25%: Upon receipt of successful completion of Site Visit #1 Report Form Attestation form of time entry for weeks 1-3.

PAYMENT #3 – 25%: Upon receipt of Attestation form of time entry for weeks 4-5.

PAYMENT #4 – 25%: Upon receipt of Site Visit #2 Report Form, Attestation form of time entry for week 6 and Attestation form for final report as detailed.

GRANTEE, if requested, 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's Initials: 

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

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 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 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.

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.

GRANTEE's Initials: 

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 and wish to propose different insurance requirements than outlined below, 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 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 Contractor 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. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.
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 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-WRGI-2021
- b. RFA No.: DOES-WRGI-2021



NOTICE OF GRANT AWARD (NOGA)

Information Page

RFA No.: DOES-WRGI-2021

NOGA No.: DOES-WRGI-2021-10

GRANTEE: KenCove Holdings LLC

Tax ID#/EIN: [REDACTED]

Award Begin Date: June 21, 2021

Award End Date: June 22, 2022

Grant Award Amount: \$50,000

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 Program and Provider 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: 202-698-5043

GRANTEE Point of Contact Information:

Name: Dawn Covin
Email: dawncovin@gmail.com
Phone: 202-744-2884

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-WRGI-2021-10 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

In support of its mission, DOES Office of Youth Programs administers the Marion S. Barry Summer Youth Employment Program (MBSYEP), an annual, short-term, locally funded workforce development training program that connects youth with enriching and constructive summer work experiences through subsidized and unsubsidized placements with non-profit, private, local and federal government Host Employers.

Through MBSYEP, youth (1) earn money; (2) gain meaningful work experience; (3) are exposed to high demand career industries; (4) interact with dynamic working professionals in a positive work environment; and (5) learn and develop the skills, attitudes, and commitment necessary to succeed in today's evolving workforce

II. SCOPE

The District of Columbia Department of Employment Services (DOES), through its Office of Youth Programs (OYP), is seeking qualified organizations to provide high quality, structured workforce development training for District youth ages 14 to 21 with and without special needs (youth) that will prepare youth for purposeful and developmentally appropriate employment and career exploration opportunities.

MBSYEP Work Readiness/Growth Industry Grant Program

GRANTEES shall deliver high quality, structured workforce development training in the following categories.

- A. Work Readiness
- B. Growth Industry

Work Readiness Grant Program

GRANTEES shall deliver high quality, structured technical employability skills training necessary to succeed in today's evolving workforce, including the below.

- Career/job search techniques
- Values clarification and personal development
- Preparation of resumes and job applications
- Interview techniques including appropriate attire for interviews
- Appropriate attire for various occupations
- Appropriate follow-up services

GRANTEES shall deliver high quality, structured financial literacy training that teaches basic personal financial management skills such as balancing a checkbook and understanding the basic principles of earning, spending, saving, and credit.

GRANTEES shall deliver high quality, structured trainings to develop “non-technical” skills, abilities, and traits necessary to succeed in today’s evolving workforce, including the below.

- Communication and Conflict Resolution Skills
- Problem Solving Skills
- Critical Thinking Skills
- Self-Direction
- Personal Qualities and Work Ethics
- Time Management
- Workplace Etiquette

Growth Industry Grant Program

GRANTEES shall provide high quality, structured Growth Industry Sector (GIS) training, including the below.

- a. Exposure** – In stage one, youth are exposed to the GIS, including the identification, gathering, evaluating, and synthesizing of evidence, information, and ideas. This can include introducing a new concept, ex. starting a new business, environmental projects (gardening), building or designing a computer application. Youth can gain exposure to these areas interfacing with industry professionals through field trips, lectures, or visits to the worksite.

In some cases, youth may be engaging in fields that are fully developed; however, they should be exposed to learning experiences that actively engage them in the process of re-discovery and to help them gain a deeper understanding of the GIS. In this stage, GRANTEES are fully responsible for structuring programming and the approach used for investigation/creative exploration. Through exposure and activities, youth gain a deeper understanding of their chosen GIS.

- b. Experience** – Youth in this stage should participate in exploration of a GIS and are gaining discipline-appropriate tools and knowledge through hands-on experiences. Experience-level activities offer youth practice working in practical settings and developing a plan for approaching issues affecting the proposed GIS, the answers to which may be either known or unknown. Youth in this stage acquire soft and hard skills that they may have opportunities to put to everyday use. Or they may work to develop the skills needed to be successful in a GIS. For instance, a youth who is designing and developing a computer application would learn a specific computer program. In either case, they continue to refine their experiences and to learn discipline appropriate tools.

- c. Final Report** – Youth undertaking a capstone project rationalize the skills developed over the course of the first two (2) stages in order to produce a project that encapsulates the overall six- week experience. The level of independence of the capstone phase will vary

considerably: some disciplines are characterized by a high degree of autonomy and solo work; others typically generate knowledge in the context of teamwork or collaboration. Regardless, the work of this phase allows youth to organize and synthesize knowledge and skills acquired in a wide array of settings and situations over the course of the program under the guidance of the GRANTEES. GRANTEES are required to submit a summary or outline of their proposed capstone project. Upon completion of the program, GRANTEES may submit the final capstone project through various forms (CD's, videos/photographs, invitation to performances, hard copies of completed books, and etc.).

GRANTEES shall offer high quality, structured GIS training in at least one of the following sectors.

1. Agricultural/Environmental

Programs that educate youth on the state of our environment, the relationship to the environment, food and water supplies, workforce theories and practices that are considered “environmentally friendly,” and related high demand career choices.

2. Information Technology/Telecommunications

Programs that educate youth on the uses of computer hardware, software, and other forms of technology, emphasizing the increasing and novel reliance on technology, the attendant increasing need for systems and data privacy, how technology impacts the evolving workforce and related high demand career choices. Last, all programming should introduce potential related career choices.

3. Media/Publications/Communications/Entertainment

Programs that educate youth on the exploration of the technical aspects of media production, arts management, and developmental processes of the arts, artistic techniques, applications of the particular genre and related high demand careers.

4. Business/Professional Services

Programs that educate youth on navigating organizational cultures, working effectively with groups of co-workers and individuals in management positions, meeting expectations of the virtual or in-person work-place environment, and acquiring skills necessary to succeed in today's evolving workforce, and related high demand career choices.

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.1. Program Requirements

The GRANTEES shall:

- Deliver a maximum of 20 hours per week to youth ages 14-15 and a maximum of 25 hours per week to youth ages 16-21. This is based on an average of five (5) days per week, with a minimum of four (4) hours of contact per day, per participant ages 14-15; and a minimum of five (5) hours of contact per day, per participant ages 16-21.
- Provide documentation that proves their ability to serve youth with special needs, if submitting proposals to provide service for youth with special needs. All trainings should assist youth with individual employment needs and improve their individual marketability necessary to succeed in today's evolving workforce.
- Undergo background checks as mandated by the Child and Youth, Safety and Health Omnibus Amendment Act of 2004 (CYSHA).
- Provide appropriate follow up services, as required by youth, throughout the grant term.

B.2. General Requirements

1. The GRANTEE must successfully complete the following during the period of performance:
 - a. Monthly Meeting(s) (in person, telephone, etc.) as required
 - b. Where applicable, submission of monthly, bi-weekly, or weekly reports.
 - c. GRANTEE must provide programming as outlined in the proposal the GRANTEE submitted in response to RFA No.: DOES-WRGI-2021. The proposal is attached hereto and is made a part of this NOGA.

GRANTEE's Initials: DC

- d. The GRANTEE must 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.
- 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.
- g. 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.
- h. 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.
- i. GRANTEES shall collect data regarding contact with persons with Limited English Proficient (LEP) and Non-English Proficient (NEP) and report this data to DOES Language Access Coordinator on a quarterly basis.
- j. GRANTEES shall provide interpretation services and translation of vital documents for persons with LEP/NEP. All translated materials must have DOES brand and be reported to DOES’ Language Access Coordinator on a quarterly basis.
- k. 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 funded by DOES.

C. Reporting/Deliverables

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

Reporting

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
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DOES POH 2022 Q18_NOGA Grants

Department of Employment Services

NOGA No.: DOES-WRGI-2021

Item 1	Monthly Status Report (OGARA)	1	Via email	Monthly by the 10th of the subsequent month
Item 2	Monthly Expenditure Report (OGARA) – If Requested	1	Via email	Monthly by the 10th of the subsequent month
Item 3	Close out Report	1	Via email	30 days after grant end date
Item 4	LEP/NEP Report	1	Via email	Quarterly

Deliverables

Items	Deliverables	Quantity	Format and Method of Delivery	Due Date
Item 1	Work Plan	1	Via email	Two weeks after Award
Item 2	Site Visit #1	1	Via email	Date provided by Program
Item 3	Time entry for weeks 1-6	1	Via email	Per Pay Period
Item 4	Site Visit #2	1	Via email	Date provided by Program

All program reports and deliverables must be submitted to DOES per the schedule provided above.

1. **Participant Files** – GRANTEE’s are required to complete and submit a participant file for every participant in the program, with strategic categories selected. A hard copy of ALL participant files must be submitted to DOES via mail with a postmark date no later than 30 days after the end of the grant. All files must be mailed to:

ATTN: Nishelle Goins
 Department of Employment Services
 4058 Minnesota Avenue, Suite 2000, NE
 Washington, D.C. 20019

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

GRANTEE’s Initials: _____ ^{DC}

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.

III. PERIOD OF PERFORMANCE

The “Marion S. Barry Summer Youth Employment Program Work Readiness & Growth Industry Sector” grant will operate for one year form the 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.

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-WRGI-2021 and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES- WRGI-2021, this NOGA and the attached proposal.

GRANTEE’s Initials: DC

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-WRGI-2021, this NOGA and attached proposal.

Grant funds shall only be used to support activities specifically outlined in the scope of RFA No.: DOES-WRGI-2021, this NOGA and the attached proposal.

A. Grant Funding Amount

The GRANTEE is awarded \$50,000.

B. Payment Schedule

The total amount of the grant award shall not exceed the amount specified within the Grant Agreement. There are four (4) 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 Amount 25%: Upon receipt of staff clearances (must meet ratio 12:1), training plans, attendance to mandatory OYP HCA orientation, and completed Pre-Program Worksite Visit form, as required before the start of the program.

PAYMENT #2 – 25%: Upon receipt of successful completion of Site Visit #1 Report Form Attestation form of time entry for weeks 1-3.

PAYMENT #3 – 25%: Upon receipt of Attestation form of time entry for weeks 4-5.

PAYMENT #4 – 25%: Upon receipt of Site Visit #2 Report Form, Attestation form of time entry for week 6 and Attestation form for final report as detailed.

GRANTEE, if requested, 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’s Initials: DC

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

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 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 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.

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.

GRANTEE’s Initials: DC

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 and wish to propose different insurance requirements than outlined below, 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 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 Contractor 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. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the Office of Risk Management (ORM) for compliance review.
 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 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-WRGI-2021
- b. RFA No.: DOES-WRGI-2021

SIGNATURES

NOGA: DOES-WRGI-2021-10
GRANTEE: **KenCove Holdings LLC**
Federal Tax ID Number: XXXXXXXXXX
Grant Amount: \$50,000
Authorized Representative Name: Dawn Covin
Authorized Representative Title: Partner

As the duly authorized representative of the GRANTEE, I hereby certify that the GRANTEE will comply with the terms of NOGA: DOES-WRGI-2021-10 the attached proposal submitted in response to RFA No.: DOES-ISYI-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-WRGI-2021 and hereby certify my authority to execute this NOGA on GRANTEE's behalf.



15 June 2021

Signature of Authorized Representative

Date

Dawn Covin

Printed Name of Authorized Representative

Partner

Title of Authorized Representative

To Be Completed By The District of Columbia:

06/21/21

Nicole Chapple
Department of Employment Services
Grant Officer

Date



NOTICE OF GRANT AWARD (NOGA)

Information Page

RFA No.: DOES-WRGI-2021

NOGA No.: DOES-WRGI-2021-11

GRANTEE: Multi-Media Training Institute

Tax ID#/EIN: [REDACTED]

Award Begin Date: June 21, 2021

Award End Date: June 22, 2022

Grant Award Amount: \$50,000

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 Program and Provider 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: 202-698-5043

GRANTEE Point of Contact Information:

Name: Lyn Dyson
Email: ldyson@mmtidc.org

Phone: 202-270-2850

The District of Columbia Department of Employment Services (DOES) hereby issues NOGA No.: DOES-WRGI-2021-11 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

In support of its mission, DOES Office of Youth Programs administers the Marion S. Barry Summer Youth Employment Program (MBSYEP), an annual, short-term, locally funded workforce development training program that connects youth with enriching and constructive summer work experiences through subsidized and unsubsidized placements with non-profit, private, local and federal government Host Employers.

Through MBSYEP, youth (1) earn money; (2) gain meaningful work experience; (3) are exposed to high demand career industries; (4) interact with dynamic working professionals in a positive work environment; and (5) learn and develop the skills, attitudes, and commitment necessary to succeed in today's evolving workforce

II. SCOPE

The District of Columbia Department of Employment Services (DOES), through its Office of Youth Programs (OYP), is seeking qualified organizations to provide high quality, structured workforce development training for District youth ages 14 to 21 with and without special needs (youth) that will prepare youth for purposeful and developmentally appropriate employment and career exploration opportunities.

MBSYEP Work Readiness/Growth Industry Grant Program

GRANTEES shall deliver high quality, structured workforce development training in the following categories.

- A. Work Readiness
- B. Growth Industry

Work Readiness Grant Program

GRANTEES shall deliver high quality, structured technical employability skills training necessary to succeed in today's evolving workforce, including the below.

- Career/job search techniques
- Values clarification and personal development
- Preparation of resumes and job applications
- Interview techniques including appropriate attire for interviews
- Appropriate attire for various occupations
- Appropriate follow-up services