1. CONTRACT NUMBER

2. REQUISITION/PURCHASE REQUEST NO.

3. EFFECTIVE DATE

4. ISSUED BY
   Department of Employment Services
   4058 Minnesota Avenue, N.E., Suite 5300
   Washington, DC 20019

5. ADMINISTERED BY (If other than Item 5):
   Department of Employment Services
   4058 Minnesota Avenue, N.E., Suite 5300
   Washington, DC 20019

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

   POINT OF CONTACT:
   Telephone:  
   Fax: 
   E-Mail: 

7. PROVIDER/CONTRACTOR SHALL SUBMIT ALL INVOICES TO:
   District of Columbia Government
   Department of Employment Services
   Chief Financial Officer
   4058 Minnesota Avenue, NE
   Washington, DC 20019

8. DISTRICT SHALL SEND ALL PAYMENTS TO:
   District of Columbia Government
   Department of Employment Services
   Chief Financial Officer
   4058 Minnesota Avenue, N.E., Suite 5300
   Washington, D.C. 20019
202-727-2277

9. DESCRIPTION OF HUMAN CARE SERVICE AND RATE COST

<table>
<thead>
<tr>
<th>ITEM/LINE NO.</th>
<th>NIGP CODE</th>
<th>BRIEF DESCRIPTION OF HUMAN CARE SERVICE</th>
<th>QUANTITY OF SERVICE REQUIRED</th>
<th>TOTAL SERVICE UNITS</th>
<th>SERVICE RATE</th>
<th>TOTAL AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   See Section B
   See Section B
   See Section B
   See Section B
   Total
   Total From Any Continuation Pages
   GRAND TOTAL

10. APPROPRIATION DATA AND FINANCIAL CERTIFICATION

<table>
<thead>
<tr>
<th>LNW</th>
<th>AGY</th>
<th>YEAR</th>
<th>INDEX</th>
<th>FCA</th>
<th>OBJ</th>
<th>AOBJ</th>
<th>GRANT/PH</th>
<th>PROM/PH</th>
<th>AG1</th>
<th>AG2</th>
<th>AG3</th>
<th>PERCENT</th>
<th>FUND SOURCE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

A. SOAR SYSTEM OBLIGATION CODE:
B. Name of Financial Officer (Typed):
C. Signature:
D. Date:

11. PERIOD OF HUMAN CARE AGREEMENT

Starting Date: 
Ending Date: 

HUMAN CARE AGREEMENT SIGNATURES

Pursuant to the authority, provided in D.C. Law 13-155, this HUMAN CARE AGREEMENT is being entered into between the Provider/Contractor specified in Item No. 7 and Item No. 12 of page 1 of this document. The Provider/Contractor is required to sign this document and return 3 original and signed copies to the Contracting Officer of the Issuing Office stated in Item No. 4 of page 1 of this document. The Contractor further agrees to furnish and deliver all items or perform all the services set forth or otherwise identified within this Human Care Agreement and on any continuation sheets or appendices for the consideration stated above. The rights and obligations of the parties to this Human Care Agreement shall be subject to and governed by the following documents: (a) this Human Care Agreement, (b) the STANDARD CONTRACT PROVISIONS FOR USE WITH DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACTS, dated October 1, 1999; (c) Any other provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. This Human Care Agreement between the signatories to this document consummates the final agreement of the parties.

12. FOR THE PROVIDER/CONTRACTOR

A. Name and Title of Signer (Type or print)
   Name: 
   Title: 
B. Signature of the PROVIDER/CONTRACTOR: 
   C. DATE 

13. FOR THE DISTRICT OF COLUMBIA

A. Name of Contracting Officer (Type or print)
   Name: 
   Title: 
B. Signature of CONTRACTING OFFICER: 
   C. DATE
SECTION B: SERVICES

B.1 The District of Columbia Office of Contracting and Procurement, on behalf of the District of Columbia Department of Employment Services, Office of Youth Programs (District) is seeking to establish multiple Human Care Agreements (HCA) to qualified service providers to provide high quality, structured training in workforce development training services for D.C. youth between the ages of 14 and 17. The training will assist participants in preparing for purposeful and developmentally appropriate employment and career exploration opportunities.

B.2 The Human Care Agreement is based on fixed-unit prices. The Provider shall submit itemized justification of costs for the line items listed in Section B.5.

B.3 The HCA is not a commitment by the District to purchase any quantity of a particular service covered under this HCA. Providers who are awarded HCAs will be eligible to receive task orders from the District. The District is obligated only to the extent that authorized task orders are made pursuant to the HCA.

B.4 Delivery or performance shall be made only as authorized by task orders issued in accordance with the Ordering Clause, Section G.1.

B.4.1 The task order pursuant to this HCA shall specify the number of youth participants to whom the Provider shall furnish Workforce Development training services. The scope of the services to be provided is specified in Section C of this HCA.

B.4.2 Any task order issued during the effective period of this HCA and must be completed by the Provider within the time specified in the task order. The HCA shall govern the Provider’s and District’s rights and obligations with respect to that task order to the same extent as if the task order were completed during the effective period of this HCA, provided that the Provider shall not be required to make any deliveries under this HCA after the expiration date of this HCA.

B.5 PRICE SCHEDULE

B.5.1 The Provider shall propose Contract Line Items (CLINS) per their existing menu of service, and pricing (see section 2 of the eSourcing event Doc206913). Offers warrant that the prices in this proposal do not include any allowance for any contingency to cover increased costs for which economic adjustment is provided herewith.

B.5.2 A determination of fair and reasonable price will be based on Market Research rates for providing comparable services in the District. Rates charged to the District shall not exceed the Provider’s rates charged to the Provider’s most preferable customers. In awarding HCAs to an Provider under both RFQs, the District must find that the Provider is qualified to satisfy all of the District’s requirements.

***END OF SECTION B***
SECTION C: SCOPE/DESCRIPTION/SPECIFICATION/STATEMENT OF WORK

C.1 STATEMENT OF WORK

C.1.1 The District seeks multiple Providers to provide high quality, structured training in Work Readiness and Career Exploration with a concentration in Growth Industry Sector for District youth between the ages of 14 and 17.

C.2 APPLICABLE DOCUMENTS

Provider must complete, sign, date, and submit all Applicable documents listed in sections 2, 3 and 4 of the eSourcing event (Doc206913) which are hereby incorporated by reference into this HCA.

C.3 DEFINITIONS AND ACRONYMS

C.3.1 Definitions: These terms when used in this HCA have the following meanings:

C.3.1.1 Base Compensation: A fixed payment that the District pays the Provider for performing specific duties and delivering specific services. The size of the base compensation varies depending on the number of youth participants assigned to provider.

C.3.1.2 Work experience: A work activity that provides an individual with an opportunity to acquire the general skills, knowledge, and work habits necessary to obtain employment. The purpose of work experience is to improve the employability of those who cannot find unsubsidized full-time employment. This activity must be supervised by an employer, work site sponsor, or other responsible party on an

C.3.1.3 Incentives: Incentives are designed to encourage the youth participant to achieve specific outcomes such as complete education and training programs or retain employment for a period of time. The Provider is responsible for paying incentives directly to eligible youth participants and for requesting reimbursement from the District every month.

C.3.1.4 On-the-job-training: Training in the public or private sector that is given to a paid employee while he or she is engaged in productive work and that provides skills and knowledge essential to the full and adequate performance of the job.

C.3.1.5 Outcome-based payment: Payment that the District pays the Provider for achieving outcomes pre-defined by the District. The outcome-based payment varies depending on the number of payment points that the Provider achieves and the volume of outcomes within each payment point.

C.3.1.6 Stipends: The purpose of the stipend is to foster youth participant’s involvement in work participation activities by defraying their travel expenses. The District defines the rules for determining youth participant eligibility for stipends and DOES is responsible for paying the stipends to eligible youth participants directly.

C.3.1.7 Travel Benefits: Funds paid to the youth participant to offset the costs associated with travel to and from the Provider’s program.

C.3.1.8 Unusual Incident: An Unusual Incident is an alleged, suspected, or actual event or occurrence involving a District youth, employee, Provider, subcontractor, or volunteer that adversely affects
or compromises the integrity of the programs or which threatens the health or safety of a District youth participant, District employee or the general public, or District property. Examples of these incidents include, but are not limited to:

- Assault
- Physical injury or death
- Harassment
- Possession or use of controlled substances
- Vehicle accidents, or damage to property
- Misconduct, and
- Incidents requiring services of law enforcement or fire personnel

C.3.1.9 Out-of-School Youth: An eligible youth who is a school dropout, or who has received a secondary school diploma or its equivalent.

C.3.2 Acronyms

C.3.2.1 CA: Contract Administrator
C.3.2.2 CFO: Chief Financial Officer
C.3.2.3 CO: Contracting Officer
C.3.2.4 QF: Qualification Factor
C.3.2.5 DOES: Department of Employment Services
C.3.2.6 CFO: Chief Financial Officer
C.3.2.7 HCA: Human Care Agreement
C.3.2.8 RFQ: Request for Qualifications for HCA
C.3.2.9 SOQ: Statement of Qualifications
C.3.2.10 KPI: Key Performance Indicator
C.3.2.11 ISP: Interested Service Provider
C.3.2.12 GIS: Growth Industry Sector
C.3.2.13 FOIA: Freedom of Information Act
C.3.2.14 IEP: Individual Services Plan

C.4 BACKGROUND

C.4.1 The Office of Youth Programs (OYP) develops and administers the following workforce development programs for District youth ages 14-24:

- The Pathways for Young Adults Program is designed to assist out-of-school and out-of-work District residents ages 18-24 by combining occupational training, life skills development and work readiness instructions to connect them back to the world of work successfully.
• The Summer Youth Employment Program (SYEP) is funded training and employment initiative sponsored by the Department of Employment Services (DOES) that provides District youth ages 14 to 24 with enriching and constructive summer work experiences through subsidized placements in the private and government sectors.

• The Marion Barry Youth Leadership Institute (MBYLI) is a locally-funded program designed to provide District youth ages 14 to 18 with year-round engagement in activities that foster personal leadership development, teamwork, and workforce development enhanced employability skills.

• The Global Education Program, an essential component of (MBYLI), which helps youth participants ages 14 to 18 develop greater international awareness, appreciation of cultural diversity, and critical skill-sets in international discourse, if they are to fulfill their promise as leaders in a highly competitive and rapidly changing global economy.

C.5 GENERAL CAREER EXPLORATION SERVICES REQUIREMENTS:

C.5.1 The Provider shall provide a detailed description of training programs offered.

C.5.2 Provider shall provide a total of 20-40 hours of contact per week to youth. 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 16-17.

C.5.3 Providers shall employ positive youth development philosophy in their approach and program design. Positive youth development is a process through which young people acquire the cognitive socio-emotional skills and abilities to build the competencies necessary to successfully navigate life.

C.5.4 DOES shall approve any termination or removal of youth participants from work readiness and workforce development program. Provider will not be permitted to screen, interview, or select participants for their awarded programs.

C.5.5 Under this HCA, Providers shall be required to operate within the District of Columbia unless authorized in writing by the Contract Administrator. Provider must submit any changes to the proposed program location at least 24 hours (or one business day) in advance. All location changes must be approved by the Contract Administrator prior to the proposed relocation.

C.5.6 The ratio of adult supervision to youth participants shall be one (1) adult supervisor for every 12 youth participants. In the case of a classroom setting, the ratio may be one (1) adult supervisor for every 25 youth participants. (Note: an adult is defined as a person that is at least 21 years of age, who works for the provider, and who has passed the specified Metropolitan Washington Police Department (MPD) criminal background check and other required DOES employee selection criteria.)

C.5.7 Providers shall certify participant activity thru reporting. Specific report requirements will be outlined in individual task order(s).

C.5.8 Under this HCA, Provider shall participate in all District required meetings/trainings as outlined in individual task order(s). Specific reporting will be outlined in the task order.
C.5.9 Provider shall only propose programs that are offered for six (6) consecutive weeks, primarily, but not limited to, between June and August.

C.5.10 Provider shall propose programs specific to work readiness (see C.6.1) and/or one of the GIS categories (see C.7.1).

C.5.11 Provider shall complete an Individual Employment Plan (IEP) for all youth participants who have been classified as “out-of-school youth”

C.6 WORK READINESS PROGRAM REQUIREMENTS:

C.6.1 The Provider shall provide technical employability skills training required for entry into the world of work. For youth, this refers to at a minimum: career/job search techniques; values clarification and personal development; preparation of resumes and job applications, interview techniques, appropriate follow-up, and professional dress appropriate to various occupations.

C.6.2 The Provider shall provide training to develop “non-technical” skills, abilities, and traits required to function in a specific employment environment, including, at minimum:

- Communication and Conflict
- Problem Solving
- Creativity
- Self-Direction
- Ethics
- Time Management
- Workplace Etiquette

C.6.3 Provider shall include a financial literacy component that teaches basic personal financial management skills such as balancing a checkbook and understanding the basic principles of earning, spending, saving, and credit.

C.7 GROWTH INDUSTRY SECTOR PROGRAM REQUIREMENTS:

C.7.1 Provider shall offer training in at least one of the following sectors:

C.7.1.1 Agricultural/Environmental – Programs that educate young people 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 potential related career choices. A few examples of project-based learning experiences within this category include:

- Analyzing the soil and cultivating a community garden;
- Performing an environmental analysis of a local stream or river;
- Conducting an weatherization or insulation project; or
- Designing and building a playground for a housing community or school.

C.7.1.2 Information Technology/Telecommunications – Programs that educate young people on the uses of computer hardware, software, and other forms of technology and emphasize the increasing reliance societies place on technology utilization; show participants how technology is being applied to perform work in new, effective, and efficient ways; and introduce potential related career choices. A few examples of project-based learning experiences within this category include:
• Designing a website;
• Creating a technology assistance program; or
• Building and exhibiting robotic, electrical, or technological products.

C.7.1.3 Media/Publications/Communications/Entertainment – Programs that educate young people on the exploration of the technical aspects of media production, arts management, and developmental processes of the arts, artistic techniques, and applications of the particular genre. A few examples of project-based learning experiences within this category include:

• Video Production;
• Photography;
• Performing and Fine Arts
• Theater Technology;
• Creative writing

C.7.1.4 Business/Professional Services – Programs that educate young people on navigating organizational cultures, working effectively with groups of co-workers and individuals in management positions, meeting expectations of the work place environment, and acquiring skills that are critical to completing assignments and potential related career choices. A few examples of project-based learning experiences within this category include:

• Operating a small service business;
• Simulating a brokerage or investment firm by managing a hypothetical stock portfolio; or
• Producing a small business expo or marketing plan competition.

C.7.2 Provider shall provide GIS training that, at a minimum, includes the following elements:

C.7.2.1 Exposure – In stage one, participants are exposed to the Growth Industry Sector (referred to hereafter as GIS), including the identification, gathering, evaluating, and synthesizing of evidence, information, and ideas. In some cases, participants 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, participants begin to gain an understanding of processes in their chosen GIS.

C.7.2.2 Experience – Participants 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 participants 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. Participants 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. In either case, they continue to refine their experiences and to learn discipline-appropriate tools.

C.7.2.3 Capstone – Participants 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 participants 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 grant-holding organization.

***END OF SECTION C***
SECTION D: PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

D.1.1 The packaging and marking requirements for this HCA shall be governed by Clause 2, Shipping Instructions-Consignment, of the Government of the District of Columbia’s Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010.

D.1.2 All packages, letters, documents, correspondence and other data or material relating to this HCA must be marked with a corresponding HCA number.

D.2 MAILING FEES

D.2.1 All postage and or mailing fees connected with the performance of this HCA shall be the responsibility of the Provider.

***END OF SECTION D***
SECTION E: INSPECTION AND ACCEPTANCE

E.1 INSPECTION

E.1.1 The inspection and acceptance requirements for the resultant qualification shall be governed by clause number (6), Inspection of Services, of the District’s Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010.

E.1.2 DOES will monitor the activities of the Provider to ensure that the Provider is meeting and complying with all applicable requirements outlined in Section C of this RFQ. DOES will make scheduled and unscheduled monitoring visits to review records and discuss the scope of work in relation to the services being rendered. DOES will interview youth participants to secure their feedback on their overall experience and the quality of services they are receiving.

E.1.3 Staff from the DOES will conduct a minimum of one monitoring review of each Provider. Additionally, the DOES staff will review and investigate unusual incidents and complaints related to the services provided by the Provider.

***END OF SECTION E***
SECTION F: HUMAN CARE SERVICE DELIVERABLES AND PERFORMANCE

F.1 TERM OF AGREEMENT

F.1.1 The term of this Human Care Agreement shall be for a period of one (1) base year, and four (4) option years subject to an agreement of the parties, and subject to the availability of funds for any period beyond the end of the fiscal year in which this Agreement is awarded.

F.1.2 If the Provider fails to perform its obligations under this HCA in accordance with this HCA and in a timely manner, or otherwise violates any provision of this HCA, the District may terminate this HCA for default or convenience of the District upon serving written notice of termination to the Provider in accordance with sections 7, 9 or 20 of the Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Government Supply and Services, dated July, 2010, hereafter referred to as “Standard Contract Provisions”, which is incorporated into this Agreement as Attachment J.1.

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

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

F.3 OPTION TO EXTEND TERM OF THE AGREEMENT

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

F.3.2 The service rates for the option periods shall be as specified in Section B.

F.3.3 If the District exercises an option under subsequent eligibility, the extended Human Care Agreement shall be considered to include this option provision.

F.3.4 The total duration of this Human Care Agreement including the exercise of any options under this clause shall not exceed five (5) years.

F.4 DELIVERABLES

The Provider shall perform the activities required to successfully complete the District’s requirements and submit each deliverable to DOES, CA in accordance with the following:

F.4.1 The Deliverables to this HCA will be outlined in individual task order(s).

***END OF SECTION F***
SECTION G:  HUMAN CARE AGREEMENT ADMINISTRATION

G.1 ORDERING CLAUSE

G.1.1 Any supplies and services to be furnished under this HCA shall be ordered by issuance of delivery orders, purchase orders, or task orders by the CO. Such orders may be issued during the term of this HCA including all option years.

G.1.2 All delivery orders, purchase orders, or task orders are subject to the terms and conditions of this HCA. In the event of a conflict between a delivery order, purchase order, or task order and this HCA, the HCA shall prevail.

G.1.3 If mailed, a delivery order, purchase order, or task order is considered “issued” when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce method.

G.1.4 The Provider shall not provide services under this HCA unless the Provider is in actual receipt of a delivery order, purchase order, or task order for the period of the service that is signed by the CO.

G.2 AGENCY CONTRACTING OFFICER/HUMAN CARE AGREEMENT ADMINISTRATION

G.2.1 The Agency Contracting Officer (ACO) is the only District official authorized to bind the District contractually through signing a Human Care Agreement or Contract, all other documents relating to the Human Care Agreement or Contract. All correspondence to the Agency Chief Contracting Officer shall be forwarded to:

   Angela Turner
   Contracting Officer
   Government of the District of Columbia
   Office of Contracting and Procurement
   441 4th Street, NW 700S
   Washington, D.C. 20001
   Phone: (202) 724-4052
   angela.turner@dc.gov

G.3 CONTRACTING ADMINISTRATOR

G.3.1 The Contracting Administrator (CA) is the representative Responsible for the general administration of this Human Care Agreement and Advising the Contracting Officer as to the compliance or noncompliance of the Provider with this Human Care Agreement. In addition, the CA is responsible for the day-to-day monitoring and supervision of this Agreement. The CA is not authorized or empowered to make amendments, changes, or revisions to this agreement. The Contracting Administrator shall be outlined in the task order.

   Contract Administrator will be outlined in individual task order(s).

G.4 CONTACT PERSON

G.4.1 For procurement information regarding this Human Care Agreement contact:
G.5  INVOICE PAYMENT

G.5.1 The District will make payments to the Provider, upon the submission of proper invoices, at the prices stipulated in this HCA, for services performed and accepted, less any discounts, allowances or adjustments provided for in this HCA.

G.5.2 The District will pay the Provider on or before the 30th day after receiving a proper invoice from the Provider.

G.6  INVOICE SUBMITTAL

G.6.1 The Provider shall submit proper invoices on a monthly basis. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contract Administrator (CA) specified below. The address of the OCFO is:

Agency Fiscal Officer
Office of the Chief Financial Officer
Department of Employment Services
4058 Minnesota Ave NE, Washington DC 20019
does.accounts payable@dc.gov

G.6.2 To ensure proper and prompt payment, each invoice for payment shall provide the following minimum information:

(1) Provider name and address; name of individuals; location of Individuals;
(2) Invoice date, number and the total amount due;
(3) Period or date of service;
(4) Description of service;
(5) Quantity of services provided or performed to include service, and the frequency duration of each services;
(6) Contract Line Item Number (CLIN), as applicable to each purchase order or task order;
(7) Purchase Order
(8) Human Care Agreement number
(9) Federal tax identification number
(10) Any other supporting documentation or information, as required and;
(11) Name, title, telephone number, and signature of the preparer.
G.6.3 The District will pay the amount due the Provider under this contract in accordance with the terms of the HCA and upon presentation of a complete and properly executed invoice.

G.7 ASSIGNMENT OF HCA PAYMENTS

G.7.1 In accordance with 27 DCMR 3250, the Provider may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this HCA.

G.7.2 Any assignment shall cover all unpaid amounts payable under this HCA, and shall not be made to more than one party.

***END OF SECTION G***
SECTION H: SPECIAL HUMAN CARE AGREEMENT REQUIREMENTS

H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Provider shall be bound by the Wage Determination No. 2005-2103, Revision No. 15, dated December 22, 2014, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 et seq. The Provider shall be bound by the wage rates for the term of the HCA subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Provider shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Provider may be entitled to an equitable adjustment.

H.2 PUBLICITY

The Provider shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the HCA, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this HCA.

H.3 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act (FOIA), at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private Provider to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Provider receives a request for such information, the Provider shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Provider pursuant to the HCA, the CA will forward a copy to the Provider. In either event, the Provider is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the reliability of the records. The District will reimburse the Provider for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the D.C. Municipal Regulations.

H.4 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT


H.4.2 The Provider shall enter into and maintain, during the term of the HCA, a First Source Employment Agreement, in which the Provider shall agree that:

1. The first source for finding employees to fill all jobs created in order to perform this HCA shall be DOES; and

2. The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.4.3 The Provider shall submit to DOES, no later than the 10th of each month following execution of the HCA, a First Source Agreement Contract Compliance Report (“contract compliance
report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the HCA shall include the:

1. Number of employees needed;
2. Number of current employees transferred;
3. Number of new job openings created;
4. Number of job openings listed with DOES;
5. Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
6. Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
   a. Name;
   b. Social security number;
   c. Job title;
   d. Hire date;
   e. Residence; and
   f. Referral source for all new hires.

H.4.4 If the HCA amount is equal to or greater than $300,000, the Provider agrees that 51% of the new employees hired for the HCA shall be District residents.

H.4.5 With the submission of the Provider’s final request for payment from the District, the Provider shall:

1. Document in a report to the CO its compliance with section H.4.4 of this clause; or
2. Submit a request to the CO for a waiver of compliance with section H.4.4 and include the following documentation:
   a. Material supporting a good faith effort to comply;
   b. Referrals provided by DOES and other referral sources;
   c. Advertisement of job openings listed with DOES and other referral sources; and
   d. Any documentation supporting the waiver request pursuant to section H.4.6.

H.4.6 The CO may waive the provisions of Section H.4.4 if the CO finds that:

1. A good faith effort to comply is demonstrated by the Provider;
2. The Provider is located outside the Washington Standard Metropolitan Statistical Area and none of the HCA work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
3. The Provider enters into a special workforce development training or placement arrangement with DOES; or
4. DOES certify that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the HCA.

H.4.7 Upon receipt of the Provider’s final payment request and related documentation pursuant to Sections H.4.5 and H.4.6, the CO shall determine whether the Provider is in compliance with Section H.4.4 or whether a waiver of compliance pursuant to Section H.4.6 is justified. If the CO determines that the Provider is in compliance, or that a waiver of compliance is justified,
the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

**H.4.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to Section H.4.4, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the HCA. The Provider shall make payment to DOES. The Provider may appeal to the D.C. Contract Appeals Board as provided in this HCA any decision of the CO pursuant to this Section H.4.8.

**H.4.9** The provisions of Sections H.4.4 through H.4.8 do not apply to nonprofit organizations.

**H.5** SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the HCA, the Provider and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 et seq.

**H.6** AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of this HCA, the Provider and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 et seq.

**H.7** THE LIVING WAGE ACT OF 2006

**H.7.1** Except as described in H.7.8 below, the Provider shall comply with Title I of D.C. Law 16-18, (D.C. Official Code §§2-220.01-11) became effective June 9, 2006. It provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing) in the amount of $100,000 or more shall pay affiliated employees wages no less than the current living wage rate.

**H.7.2** The Provider shall pay its employees and subcontractors who perform services under the HCA no less than the current Living Wage published on the OCP website at www.ocp.dc.gov.

**H.7.3** The Provider shall include in any subcontract for $15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the HCA no less than the current Living Wage rate.

**H.7.4** DOES may adjust the Living Wage annually and the OCP will publish the current Living Wage rate on its website at www.ocp.dc.gov.

**H.7.5** The Provider shall provide a copy of the Fact Sheet attached as Attachment J.6 to each employee and subcontractor who performs services under the HCA. The Provider shall also post the Notice attached as Attachment J.5 in a conspicuous place in its place of business. The Provider shall include in any subcontract for $15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

**H.7.6** The Provider shall maintain its payroll records under the HCA in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for $15,000 or more under the HCA.

**H.7.7** The payment of wages required under the Living Wage Act of 2015 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 et seq.
Exemptions --The following contracts and agreements are exempt from the Living Wage Act:

(1) Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District’s current living wage, the contractor must pay the higher of the two rates);

(2) Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current Living Wage;

(3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;

(4) Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;

(5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act;

(6) An employee under 22 years of age; employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act;

(7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District of Columbia;

(8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));

(9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); provided, however, that a home care agency, a community residence facility, or a group home for persons with intellectual disabilities shall not be required to pay a living wage until implementing regulations are published in the D.C. Register and any necessary state plan amendments are approved; and

(10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

The Mayor may exempt a Provider from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

DISTRICT RESPONSIBILITIES

The District shall be responsible for the following:

Determining customers’ eligibility for training.
H.8.2 Assessing eligible customers’ readiness to engage in training and their barriers.

H.8.3 Matching customers to the Provider based on the results of the customer’s assessment and the Provider’s service offering.

H.8.4 Paying the Provider its compensation based on the customer training as specified in the delivery order, purchase order, or task order issued to the Provider.

H.8.5 Monitoring and evaluating the Provider’s performance.

H.8.6 Modifying this HCA to comply with the program requirements.

H.8.7 Notifying the Provider whether it will receive a new delivery order, purchase order, or task order from the District pursuant to this HCA at least 90 calendar days before the expiration of the Provider’s existing delivery order, purchase order, or task order.

H.9 PROVIDER RESPONSIBILITY

H.9.1 The Provider bears responsibility for ensuring that the Provider/Provider fulfills all its Agreement requirements under any purchase order that is issued to the Provider pursuant to this Agreement.

H.9.2 The Provider shall notify the District immediately whenever the Provider does not have adequate participants, staff, financial resources, or facilities to comply with the provision of services under this Human Care Agreement.

***END OF SECTION H***
SECTION I:  HUMAN CARE AGREEMENT CLAUSES

I.1  APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 (“SCP”) are incorporated as part of the RFQ, the HCA, and any delivery orders, purchase orders, or task orders under the HCA. To obtain a copy of the SCP go to Standard Contract Provisions.

I.2  PRE-AWARD APPROVAL

The award and enforceability of any delivery order, purchase order, or task order issued under this HCA, where the aggregate value of the orders within a 12-month period is over one million dollars, is contingent upon approval of the Council of the District of Columbia.

In accordance with the Council Contract Review Criteria Amendment Act of 1999, D.C. Official Code §2-301.05a, the Mayor must submit to the Council for approval any contract action over one million dollars with a 12-month period.

I.3  HUMAN CARE AGREEMENTS THAT CROSS FISCAL YEARS

Issuance by the District of delivery orders, purchase orders, or task orders under this HCA beyond the current fiscal year is contingent upon future fiscal appropriations.

I.4  CONFIDENTIALITY OF INFORMATION

The Provider shall keep all youth participant information confidential and shall not use or disclose any youth participant information for any purpose not directly connected with fulfillment of the Provider’s responsibilities under this HCA except by prior written permission of DOES or unless required by law or court order. The Provider shall adhere to all applicable federal and local confidentiality laws.

I.5  TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.6  RIGHTS IN DATA

I.6.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to HCA administration, such as financial, administrative, cost or pricing, or management information.

I.6.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Example of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item
identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to HCA administration.

I.6.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

I.6.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

I.6.5 All data first produced in the performance of this HCA shall be the sole property of the District. The Provider hereby acknowledges that all data, including, without limitation, computer program codes, produced by Provider for the District under this HCA, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Provider hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Provider agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Provider agrees not to assert any rights in common law or in equity in such data. The Provider shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

I.6.6 The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this HCA, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

I.6.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

I.6.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.6.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.6.7 The restricted rights set forth in section I.5.6 are of no effect unless

(i) the data is marked by the Provider with the following legend:
RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in HCA
No.____________________________________
With _____________________________________(Provider’s Name); and

(ii) If the data is computer software, the related computer software documentation includes a
prominent statement of the restrictions applicable to the computer software. The Provider may not
place any legend on the computer software indicating restrictions on the District’s rights in such
software unless the restrictions are set forth in a license or agreement made a part of the HCA
prior to the delivery date of the software. Failure of the Provider to apply a restricted rights
legend to such computer software shall relieve the District of liability with respect to such
unmarked software.

I.6.8 In addition to the rights granted in Section I.5.6 above, the Provider hereby grants to the District a
nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set
forth in Section I.5.6 above, under any copyright owned by the Provider, in any work of
authorship prepared for or acquired by the District under this HCA. Unless written approval of
the Contracting Officer is obtained, the Provider shall not include in technical data or computer
software prepared for or acquired by the District under this HCA any works of authorship in
which copyright is not owned by the Provider without acquiring for the District any rights
necessary to perfect a copyright license of the scope specified in the first sentence of this
paragraph.

I.6.9 Whenever any data, including computer software, are to be obtained from a subcontractor under
this HCA, the Provider shall use this clause, I.5, Rights in Data, in the subcontract, without
alteration, and no other clause shall be used to enlarge or diminish the District’s or the Provider’s
rights in that subcontractor data or computer software which is required for the District.

I.6.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the
Provider shall furnish to the District, a copy of the source code with such rights of the scope
specified in Section I.5.5. For all computer software furnished to the District with the restricted
rights specified in Section I.5.6, the District, if the Provider, either directly or through a successor
or affiliate shall cease to provide the maintenance or warranty services provided the District under
this HCA or any paid-up maintenance agreement, or if Provider should be declared bankrupt or
insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole
use only, a single copy of the then current version of the source code supplied under this HCA,
and a single copy of the documentation associated therewith, upon payment to the person in
control of the source code the reasonable cost of making each copy.

I.6.11 The Provider shall indemnify and save and hold harmless the District, its officers, agents and
employees acting within the scope of their official duties against any liability, including costs and
expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the
publication, translation, reproduction, delivery, performance, use or disposition of any data
furnished under this HCA, or (ii) based upon any data furnished under this HCA, or based upon
libelous or other unlawful matter contained in such data.

I.6.12 Nothing contained in this clause shall imply a license to the District under any patent, or be
construed as affecting the scope of any license or other right otherwise granted to the District
under any patent.
I.6.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Provider by the District and incorporated in the work furnished under HCA, provided that such incorporated material is identified by the Provider at the time of delivery of such work.

I.7 OTHER PROVIDERS

The Provider shall not commit or permit any act that will interfere with the performance of work by another District Provider or by any District employee.

I.8 SUBCONTRACTS

The Provider hereunder shall not subcontract any of the Provider’s work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Provider. Any such subcontract shall specify that the Provider and the subcontractor shall be subject to every provision of this HCA. Notwithstanding any such subcontract approved by the District, the Provider shall remain liable to the District for all Provider’s work and services required hereunder.

I.9 INSURANCE:

A. GENERAL REQUIREMENTS. The Provider shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Provider 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-VIII or higher. The Provider shall require all of its subcontractors to carry the same insurance required herein. The Provider shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Provider shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Provider shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries $1,000,000 per occurrence limits; $2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent Providers. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation.

2. Automobile Liability Insurance. The Provider shall provide automobile liability insurance to cover all owned, hired, or non-owned motor vehicles used in conjunction with the performance of this HCA. The policy shall provide a $1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. **Workers’ Compensation Insurance.** The Provider shall provide Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the HCA is performed.

4. **Employer’s Liability Insurance.** The Provider shall provide 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.

5. **Umbrella or Excess Liability Insurance.** The Provider shall provide umbrella or excess liability (which is excess over employer’s liability, general liability, and automobile liability) insurance as follows: $5,000,000 per occurrence, including the District of Columbia as additional insured.

6. **Professional Liability Insurance (Errors & Omissions).** The Provider 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 HCA. The policy shall provide limits of $1,000,000 per occurrence for each wrongful act and $3,000,000 annual aggregate.

7. **Sexual/Physical Abuse & Molestation.** The Provider shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries $1,000,000 per occurrence limits; $2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.

8. **Property Insurance.** The Provider shall maintain All Risk or broad form property insurance for the building and facilities where services will be rendered on a replacement cost basis to include coverage for vandalism, malicious mischief, and theft.

B. **DURATION.** The Provider shall carry all required insurance until all HCA work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this HCA.

C. **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

D. **PROVIDER’S PROPERTY.** Provider 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.

E. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Provider shall include all of the costs of insurance and bonds in the HCA price.

F. **NOTIFICATION.** The Provider shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
G. DISCLOSURE OF INFORMATION. The Provider 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 Provider, its agents, employees, servants, or subcontractors in the performance of this contract.

I.9.1 CERTIFICATES OF INSURANCE

I.9.2 The Provider shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.5 prior to commencing work. Evidence of insurance shall be submitted to:

Emmaniece Gordon
Contract Specialist
District of Columbia Government
Department of Employment Services
4058 Minnesota Ave N.E.
Phone: (202) 671-3100
Emmaniece.gordon@dc.gov

I.10 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor’s Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report. An award cannot be made to any Provider who has not satisfied the equal employment requirements.

I.11 ORDER OF PRECEDENCE

I.11.1 A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order precedence:

I.11.1.1 Sections A through I of this HCA.
I.11.1.3 HCA attachments other than the Standard Contract Provisions
I.11.1.4 Statement of Qualifications

I.12 GOVERNING LAW

This HCA, and any disputes arising out of or related to this HCA, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

***END OF SECTION I***
SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the RFQ and HCA by reference.

Table J: Attachments

<table>
<thead>
<tr>
<th>Attachment Number</th>
<th>Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>J.4</td>
<td>Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “RFQ Attachments”</td>
</tr>
<tr>
<td>J.5</td>
<td>The Living Wage Act of 2006 - Living Wage Notice</td>
</tr>
<tr>
<td>J.6</td>
<td>The Living Wage Act of 2006 - Living Wage Fact Sheet</td>
</tr>
<tr>
<td>J.7</td>
<td>Tax Certification Affidavit available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “RFQ Attachments”</td>
</tr>
<tr>
<td>J.8</td>
<td>Past Performance Evaluation Form</td>
</tr>
<tr>
<td>J.9</td>
<td>DC Language Access Act of 2004</td>
</tr>
</tbody>
</table>

***END OF SECTION J***
SECTION K: REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF PROVIDER’S

K.1 AUTHORIZED NEGOTIATORS

The Provider represents that the following persons are authorized to negotiate on its behalf with the District in connection with this RFQ: (list names, titles, and telephone numbers of the authorized negotiators).

________________________________________________________________________________

________________________________________________________________________________

K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The Provider, by checking the applicable box, represents that:

(a) It operates as:

_____ a corporation incorporated under the laws of the state of: _______________________

_____ an individual,

_____ a partnership,

_____ a nonprofit organization, or

_____ a joint venture.

(b) If the Provider is a foreign entity, it operates as:

_____ an individual,

_____ a joint venture, or

_____ a corporation registered for business in _______________________ (Country)

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor’s Order 85-85, “Compliance with Equal Opportunity Obligations in Contracts”, dated June 10, 1985 and the Office of Human Rights’ regulations, Chapter 11, “Equal Employment Opportunity Requirements in Contracts”, promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this RFQ and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the Provider for an HCA or delivery orders, purchase orders, or task orders issued thereunder subject to the order. I hereby certify that I am fully aware of the content of the Mayor’s Order 85-85 and the Office of Human Rights’ regulations, Chapter 11, and agree to comply with them in performance of this contract.

Provider ___________________________ Date __________________

Name ______________________________ Title __________________

Signature _____________________________
Provider _________ has ______ has not participated in a previous contract or subcontract subject to the Mayor’s Order 85-85. Provider _________ has ______ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub-Providers. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor’s Order.)

K.4 BUY AMERICAN CERTIFICATION

The Provider hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, “Buy American Act”), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

EXCLUDED END PRODUCTS

EXCLUDED COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Provider shall check one of the following:

_________ No person listed in Clause 13 of the SCP (Attachment J.1), “District Employees Not To Benefit” will benefit from this HCA.

_________ The following person(s) listed in Clause 13 of the SCP (Attachment J.1), “District Employees Not To Benefit” may benefit from this HCA. For each person listed, attach the affidavit required by Clause 13.

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the Provider is considered to be a certification by the signatory that:

1) The prices in this HCA have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Provider or competitor relating to:

   (i) those prices,
   (ii) the intention to submit an HCA, or
   (iii) the methods or factors used to calculate the prices in the HCA.

2) The prices in this HCA have not been and will not be knowingly disclosed by the Provider, directly or indirectly, to any other Provider or competitor before HCA opening unless otherwise required by law; and

3) No attempt has been made or will be made by the Provider to induce any other concern to submit or not to submit an SOQ for the purpose of restricting competition.

(b) Each signature of the Provider is considered to be a certification by the signatory that the signatory:
1) Is the person in the Provider’s organization responsible for determining the prices being offered in this HCA, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this HCA and the title of his or her position in the Provider’s organization);

(i) As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the Provider deletes or modifies subparagraph (a)(2) above, the Providers must furnish with its SOQ a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each Provider must submit with its SOQ, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.7.

K.8 CERTIFICATION OF ELIGIBILITY

The Provider’s signature shall be considered a certification by the signatory that the Providers or any person associated therewith in the capacity of owner, partner, director, officer, principal, or any position involving the administration of funds:

A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any federal, District or state statutes;

B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, District or state agency within the past three years;

C. does not have a proposed debarment pending; and

D. has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

Indicate below any exception to your certification of eligibility and to whom it applies, their position in the Provider’s organization, the initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining responsibility of the Provider’s providing false information may result in criminal prosecution or administrative sanctions.
***END OF SECTION K***
SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO PROVIDERS

L.1 AWARD OF HUMAN CARE AGREEMENT

L.1.1 The District intends to award multiple human care agreements under this RFQ to qualified Provider’s to satisfy all of the District’s anticipated requirements.

L.1.2 Award of human care agreements under this RFQ shall be based on the CO’s determination that the agreement is in the best interest of the District, considering the District’s requirements, and the Provider’s qualifications to provide Workforce Development Training Services to the District.

L.1.3 In evaluating whether the Provider is qualified to provide Workforce Development Training services, the District will consider the Provider’s accomplishments, experience, references, resources, skills, expertise, know-how, competencies, methodologies, approaches, and plans as they relate to the provision of Section C.1.

L.1.4 Determination of whether the Provider is qualified or not qualified to provide Workforce Development Training Services to the District shall be based on the District’s review of the Provider’s SOQ in response to this RFQ.

L.1.5 The District shall adhere to the process specified in Section M.1 in awarding human care agreements under this RFQ.

L.2 FORM, ORGANIZATION, AND CONTENT OF THE STATEMENT OF QUALIFICATION

L.2.1 The Provider shall submit an SOQ via the District’s E-sourcing System as an attachment. It is preferred that the attachment be submitted in a searchable PDF format. However, it may be submitted as a Microsoft Word 2007 document. The attachment must be complete and contain all of the information required in Section L.2.7.

L.2.2 The attachment file name should be "[Your Organization's Name] Statement of Qualifications for Doc206913".

L.2.3 To facilitate the District’s review of the Provider’s SOQ, the Provider shall organize and present its response in the same order the information is requested in Section L.2.7. The information requested in Section L.2.7 is organized by Qualification Factors (hereinafter, referred to as “QF”) that mirror the requirements in Section C.5.

L.2.4 The Provider shall respond in narrative form, to the information requested for each QF, in a way that will enable the District to evaluate whether the Provider is qualified for each QF. Specifically, the Provider shall submit information in a comprehensive, clear, concise, and logical manner and shall limit its response to providing the information requested in each QF. The use of illustrations such as diagrams, process flows, and charts in the Provider’s SOQ is encouraged to the extent that the Provider deems that the illustrations help in substantiating the Provider’s qualifications.

L.2.5 Each Provider’s SOQ shall contain a Table of Contents to identify the location of the Provider’s response to each QF as well as any attachments, exhibits or other supporting documentation included by the Provider.

L.2.6 The District shall deem those Provider’s that submit the following types of responses, as not qualified:
L.2.6.1 Responses that simply repeat the text of the requirements described in Section C.5.

L.2.6.2 Responses that fail to address the information requested in Section L.2.7.

L.2.6.3 Responses that only partially address the information requested in Section L.2.7.

L.2.6.4 Responses that fail to demonstrate the Provider’s command of the Workforce Development Training Services being sought by the District.

L.2.7 STATEMENT OF QUALIFICATIONS – REQUESTED INFORMATION

L.2.7.1 QF #1 – Organizational Profile

L.2.7.1.1 The Provider shall describe the established organization in detail to include at a minimum, the following:

- Organization’s mission;
- Capabilities statement;
- Organizational Capacity;
- Relevant organizational experience;
- Staff experience delivering programing;
- Identification of the proposed project-based learning components
- Organization’s past performance related to the target population;

L.2.7.1.2 QF #2 – Program Design

The Provider has creative discretion in how it designs its program and delivers provided it meets the requirements set out in Section C.1 The Provider shall provide a detailed description of the design of its program including at a minimum:

- Description of program orientation;
- Description of the target population and the number of youth to be served;
- How the program will achieve program goals
- Detailed description of the program(s); and
- Detailed six-week curriculum.

L.2.7.3 QF #3 – References

The District, utilizing the Past Performance Evaluation Form (Attachment J.8), will solicit a past performance evaluation from the personnel vested with the authority to be a reference for each of the similar contracts listed by the ISP in the Human Care Provider Qualifications Form. The information obtained from the completed Past Performance Evaluation Form will facilitate the District’s evaluation of the ISP’s quality of services provided, timeliness in service delivery, business practices and overall satisfaction with the ISP’s performance relevant to the ISP’s delivery of required services for Workforce Development Training Services to youth participants as described in Section C of the RFQ.

L.3 STATEMENT OF QUALIFICATIONS SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF SOQs AND LATE SOQs.
L.3.1 SOQ SUBMISSION

L.3.1.1 SOQs must be uploaded into the District's E-Sourcing System no later than 2 pm on September 30, 2015.

L.3.1.2 Paper SOQs will not be accepted or considered for award.

L.3.1.3 Electronic submittals other than via the District's E-Sourcing System will not be considered for award.

L.3.1.4 It is solely the Provider’s responsibility to ensure that he/she begins the upload process in sufficient time to get the attachment uploaded into the District's E-Sourcing System before 2 pm on September 30, 2015 considering her/his computer system and potential demands upon the District's E-Sourcing System.

L.3.1.5 The District shall evaluate and qualify SOQs on a rolling basis and shall issue HCAs to all qualified Provider’s using the process set forth in Section M.1.

L.3.1.6 The District anticipates starting the award of initial task orders pursuant to this HCA, using the process described in Section M.2, by May 18, 2015. The District anticipates completing the issuance of initial task orders pursuant to this HCA by June 19, 2015. Initial task orders will be awarded to meet the District’s anticipated needs for Fiscal Year 2015 Summer Youth Employment Program (i.e. June 29, 2015 through August, 7, 2015). Additional task orders may be issued after June 19, 2015 based on the prevailing level of need within the District’s youth participant base and the District’s budget.

L.3.2 WITHDRAWAL OR MODIFICATION OF SOQS

A Provider may not modify or withdraw its SOQ once submitted through District's E-Sourcing System.

L.3.3 LATE SOQS

The District's E-Sourcing System will not accept SOQs after 2 pm on September 30, 2015.

L.4 EXPLANATION TO PROVIDERS

If a Provider has any questions relating to this RFQ, the Provider shall submit the question(s) electronically via the District's E-Sourcing System. The Provider should submit questions no later than 2 pm on September 30, 2015. The District may not have adequate time to consider any questions received after 2 pm on September 25, 2015. The District will furnish responses via the District's E-Sourcing System's messaging process. An amendment to the RFQ will be issued if the CO decides that information is necessary in submitting SOQs, or if the lack of it would be prejudicial to any Provider. Oral explanations or instructions given by any District employee, or official before the award of the HCA will not be binding.

L.5 FAILURE TO SUBMIT SOQs

Recipients of this RFQ not responding with an SOQ should advise the CO, Angela Turner, angela.turner@dc.gov, whether they want to receive future RFQs for similar requirements. It is also requested that such recipients advise the CO of the reason for not submitting an SOQ in response to
this RFQ. If a recipient does not submit an SOQ and does not notify the CO that future RFQs are desired, the recipient's name may be removed from the District's E-Sourcing System invitation list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 Providers who include in their SOQ data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This Statement of Qualifications includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, an HCA is awarded to this Provider as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this Statement of Qualifications if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.6.2 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this Statement of Qualifications."

L.7 PROTESTS REGARDING RFQ OR HCA AWARD PROCEDURES

Any Provider, who is aggrieved in connection with the RFQ or award of an HCA, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in an RFQ which are apparent at the time set for receipt of initial SOQs shall be filed with the Board prior to the time set for receipt of initial SOQs. In procurements in which SOQs are requested, alleged improprieties which do not exist in the initial RFQ, but which are subsequently incorporated into the RFQ, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the CO for the RFQ.

L.8 SIGNING OF SOQs

The Provider shall sign the SOQ and print or type its name on the RFQ and Award form of this RFQ. SOQs signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the CO.

L.9 UNNECESSARILY ELABORATE SOQs

Unnecessarily elaborate SOQs, brochures or other presentations beyond those sufficient to present a complete and effective response to this RFQ are not desired and may be construed as an indication of the Provider’s lack of cost consciousness. Elaborate artwork, expensive visual and other presentation aids are neither necessary nor desired.

L.10 RETENTION OF SOQs
All SOQ documents will be the property of the District and retained by the District, and therefore will not be returned to the Provider’s.

L.11 SOQ COSTS

The District is not liable for any costs incurred by the Provider in submitting an SOQ in response to this RFQ.

L.12 CERTIFICATES OF INSURANCE

Prior to commencing work, the Provider shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverage as specified in Section I.9 to:

Emmaniece Gordon,
Contract Specialist
4058 Minnesota Ave., N.E.
Washington, DC 20019
Phone: (202) 671-3100
dc.gov

L.13 ACKNOWLEDGMENT OF AMENDMENTS

The Provider shall acknowledge receipt of any amendment to this RFQ (a) by signing and including the amendment in its document or by identifying the amendment number and date in the space provided for this purpose on the RFQ and Award form. The District must receive the acknowledgment by the date and time specified for receipt of SOQs. A Provider’s failure to acknowledge an amendment may result in rejection of its SOQ.

L.14 GENERAL INFORMATION AND LEGAL STATUS OF THE PROVIDER

Each SOQ must include the following information about the Provider:

L.14.1 Name
L.14.2 Address
L.14.3 Email
L.14.4 Telephone and fax numbers
L.14.5 Federal tax identification
L.14.6 Dunn & Bradstreet number
L.14.7 Whether the Provider is a For Profit or Non-Profit entity
L.14.8 Type of organization (e.g. individual, corporation, sole proprietorship, joint venture, general partnership, limited partnership, Limited Liability Company, etc.). If the Provider is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.
L.14.9 State and date of incorporation

L.14.10 A copy of each District of Columbia license, registration or certification that the Provider is required by law to obtain. This mandate also requires the Provider to provide a copy of the executed “Clean Hands Certification” that is referenced in D.C. Official Code §47-2862, if the Provider is required by law to make such certification. If the Provider is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the SOQ shall certify its intent to obtain the necessary license, registration or certification prior to HCA award or its exemption from such requirements; and

L.15 FAMILIARIZATION WITH CONDITIONS

Provider’s shall thoroughly familiarize themselves with the terms and conditions of this RFQ, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Providers will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules, and liability concerning the services to be performed.

L.16 PRE-QUALIFICATION CONFERENCE

To provide ample opportunity for Provider’s to ask questions regarding this RFQ, a pre-qualification conference will be held at 10:00 a.m. on May 8, 2015 at the Office of Grants and Procurement located at 4058 Minnesota Ave., N.E. Washington, DC 20019. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from Provider’s on the RFQ document as well as to clarify the contents of the RFQ. Attending Provider’s must complete the pre-qualification conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District’s discretion. Verbal answers given at the pre-qualification conference are only intended for general discussion and do not represent the District’s final position. All oral questions should be submitted as soon as possible via the District's E-Sourcing messaging system following the close of the pre-qualification conference but no later than five working days after the pre-qualification conference in order to generate an official answer. Official answers will be provided via the District's E-Sourcing messaging system.

***END OF SECTION L***
SECTION M: AWARD PROCESS

M.1 QUALIFICATION PROCESS

M.1.1 Human care agreements under this RFQ shall be awarded to those Provider’s that the District determines to be qualified.

M.1.2 The District shall establish a Technical Evaluation Panel (hereinafter, referred to as “Panel”) that will review the SOQs submitted by Provider’s in accordance with the information requested in Sections C.

M.1.3 The Panel shall be composed of program personnel or individuals from outside of the District Government who possess considerable knowledge of the services requested in this RFQ to make an assessment of the Provider’s qualifications to meet the requirements set out in Section C.

M.1.4 The Panel shall make its determination of whether the Provider is qualified or not qualified to deliver Workforce Development Training Services. The Panel’s qualification determination shall be based on the information provided by the Provider in its SOQ, the Panel’s verification of the Provider’s response, and the results of the reference check described in Section C.

M.1.5 As it undertakes the activities specified in Section M.1.4, the Panel shall complete the following table that summarizes the Panel’s findings and recommendations:

<table>
<thead>
<tr>
<th>Table M.1.5: Determination of Provider’s qualification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualification Factor</td>
</tr>
<tr>
<td>----------------------</td>
</tr>
<tr>
<td>Organizational Profile</td>
</tr>
<tr>
<td>Program Design</td>
</tr>
<tr>
<td>References</td>
</tr>
</tbody>
</table>

M.1.6 If the Panel determines that the Provider is not qualified on any of the QF in Table M.1.5, then the Provider shall be given the opportunity to prepare a response to the unfavorable determination so as to cure the status of non-qualification.

M.1.7 The Panel shall review the Provider’s response and revise its determination if the response substantiates the Provider’s qualification.

M.1.8 The Provider must be determined qualified for all QF in order to be determined qualified to provide Workforce Development Training Services.

M.1.9 Upon conclusion of its review, the Panel shall submit its findings and recommendations to the CO.

M.1.10 The CO shall make a final determination of whether an Provider is qualified or not qualified to provide the requested services based on the CO’s independent assessment of each Provider’s SOQ and the Panel’s findings and recommendations.

M.1.11 Following the CO’s final determination pursuant to Section M.1.10, the District shall award human care agreements to all Provider’s that are determined qualified.
M.1.12 Price negotiation is not applicable to this RFQ because Provider compensation is set in Section B.5.

M.2 ISSUANCE OF INITIAL TASK ORDERS

M.2.1 The District shall consider the following when issuing task orders against HCAs:
- Availability of funds
- Demand for specific training services
- Number of participants requiring services

M.2.2 After considering the aforementioned, the District shall issue task order against HCAs, that satisfies the District’s individual program requires as they arise.

M.2.3 QUALIFICATION REVIEW

M.2.3.1 The Contracting Officer shall certify the financial and professional responsibility of each potential Provider based on the following:

(a) The type of business or organization and its history;
(b) The resumes and professional qualifications of the business or organization’s staff, including relevant professional and/or business licenses, affiliations, and specialties;
(c) Information attesting to financial capability, including financial statements;
(d) Specialized experience and technical competence in the type of work required;
(e) Capacity to accomplish the work in the required time;
(f) A certification of compliance with all applicable tax and filing requirements;
(g) A statement attesting to compliance with wage, hour, workplace safety and other standards of labor law;
(h) A statement attesting to compliance with federal and district equal employment opportunity law;
(i) Information about pending lawsuits or investigation, and judgment, indictments, or convictions against the service provider or its proprietors, partners, directors, officers, or managers; and
(j) Acceptability under other appropriate characteristics of a prospective service provider.

M.2.4 The CO shall review the Panel’s recommendations and the basis of the recommendations.

M.2.5 The CO shall make a final determination of the number of delivery orders, purchase orders, or task orders to be issued, the qualified Provider that shall receive an initial delivery order, purchase order, or task order.

M.6 ISSUANCE OF A NEW DELIVERY ORDER, PURCHASE ORDER, OR TASK ORDER PRIOR TO EXPIRATION OF AN EXISTING DELIVERY ORDER, PURCHASE ORDER, OR TASK ORDER

M.6.1 The District shall determine whether to issue a delivery order, purchase order, or new task order to a Provider under this HCA, during the term of this agreement including all option years, prior to the expiration of an existing delivery order, purchase order, or task order issued to the Provider.

M.6.2 The District’s determination of whether to issue a new delivery order, purchase order, or task order to a Provider shall be based on the Provider’s historical performance under this HCA as
specified in the prevailing level of need within the Districts youth participant base, and the District’s budget.

***END OF SECTION M***