

SECTION B: SERVICES

- B.1** The District of Columbia Office of Contracting and Procurement, on behalf of the District of Columbia Department of Human Services, Income Maintenance Administration (DHS/IMA) (the District), anticipate awarding multiple Human Care Agreements (hereinafter referred to as “HCA”) to qualified service providers (hereinafter referred to as “Provider”) to furnish **Job Placement Services** to non-exempt adult Temporary Assistance for Needy Families (TANF) customers to assist them in preparing for, finding, and retaining unsubsidized employment in order to ultimately earn family-sustaining incomes. There are currently 17,100 TANF households in the District, of which approximately 10,900 are required to meet TANF participation requirements.
- B.2** 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 delivery orders, purchase orders, or task orders from the District to provide **Job Placement Services**. The District is obligated only to the extent that delivery orders, purchase orders, or tasks orders are made pursuant to the HCA.
- B.3** Delivery or performance shall be made only as authorized by delivery orders, purchase orders, or task orders issued in accordance with the Ordering Clause, [Section G.1](#).
- B.3.1** There is no limit on the number of orders that may be issued. The District may issue delivery orders, purchase orders, or task orders requiring delivery to multiple destinations or performance at multiple locations.
- B.3.2** The delivery order, purchase order, or task order pursuant to this HCA shall specify the number of not-employed TANF customers to whom the Provider shall furnish **Job Placement Services**. The scope of the services to be provided is specified in [Section C.5](#) of this HCA.
- B.3.3** The minimum number of not-employed TANF customers specified on a delivery order, purchase order, or task order pursuant to this HCA shall be 150 and the maximum number of not-employed TANF customers specified on a delivery order, purchase order, or task order pursuant to this HCA shall be 900. The number of not-employed TANF customers specified on a delivery order, purchase order, or task order pursuant to this HCA shall be multiples of 150, i.e. 150, 300, 450, 600, 750 and 900.
- B.3.4** Any delivery order, purchase order, or task order issued during the effective period of this HCA and not completed within that period shall be completed by the Provider within the time specified in the order. The HCA shall govern the Provider’s and District’s rights and obligations with respect to that delivery order, purchase order, or task order to the same extent as if the delivery order, purchase order, or 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.4** This HCA, for the services specified herein, consists of three payment components. The prices paid for the services under the HCA shall be fixed for the term of the HCA including any options exercised, unless the prices listed in [Section C.6](#) are amended through rulemaking (See 27 DCMR 1614 and 1909). The three payment components are:

- a) a monthly lump-sum base compensation, based upon the number of assigned not-employed TANF customers, to ensure the Provider has quality and adequate staffing and infrastructure to provide wraparound case management and supportive services (see [Table C.6.1](#));
- b) an outcome-based compensation that is designed to incentivize the Provider for delivering specific and desired outcomes (see [Table C.6.2](#));
- c) a cost reimbursement component that reimburses the Provider for stipends, incentives, and discrete work-related expenses that the Provider disburses directly to customers (see [Section C.6.3](#)).

B.5

The District is also issuing a separate Request for Qualifications for HCA (RFQ No. DCPO-2011-H-0072, “Temporary Assistance for Needy Families (TANF) Employment Program – Work Readiness and Placement Services”) seeking Statement of Qualifications (hereinafter referred to as “SOQ”) from Interested Service Providers (hereinafter referred to as “ISP”) to provide **Work Readiness and Placement Services** to non-exempt adult TANF customers to assist them in enhancing their education and skill levels and in preparing for, finding, and retaining unsubsidized employment in order to ultimately earn family-sustaining incomes. The **Work Readiness and Placement Services** Request for Qualifications for HCA (hereinafter referred to as “RFQ”) seeks ISPs to provide employment services to customers with low personal and health barriers and low levels of education and skills (i.e. customers that are not deemed employable). *Those ISPs that submit SOQs to both RFQs and receive HCAs under both RFQs shall be required to maintain two separate operations with separate staff, except for the Program Director who can be shared across operations. In awarding HCAs to an ISP under both RFQs, the District must find that the ISP is qualified to satisfy all of the District’s requirements.*

*****END OF SECTION B*****

SECTION C: DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 SCOPE

C.1.1 The District of Columbia Office of Contracting and Procurement, on behalf of the District of Columbia Department of Human Services, Income Maintenance Administration (DHS/IMA) (the District), is seeking multiple Providers to furnish **Job Placement Services** to non-exempt adult Temporary Assistance for Needy Families (TANF) customers to assist them in preparing for, finding, and retaining unsubsidized employment in order to ultimately earn family-sustaining incomes. There are currently 17,100 TANF households in the District, of which approximately 10,900 are required to meet TANF participation requirements. Of these 10,900 non-exempt TANF households, approximately 3,900 or 36% are presently sanctioned due to failure to meet work participation requirements.

C.1.2 Mayor Vincent C. Gray has set forth four key priorities for his administration: (1) fiscal stability; (2) quality education; (3) jobs and economic development; and (4) safe communities. In support of the Mayor's priorities, DHS has established the following goals:

1. Move more families to self-sufficiency by addressing their unique needs;
2. Allocate limited resources to solutions that address the underlying barriers to self-sufficiency and break the cycle of dependency;
3. Institutionalize cross-agency collaboration to create a unified service plan that is crafted in conjunction with the family; and to deliver coordinated services that integrate distinct programs operated by individual agencies;
4. Engage local organizations and leverage community-based resources to supplement and reinforce the services and supports for the customer; and
5. Maximize the use of support programs that promote early intervention and proactive issue remediation, thereby mitigating the need for more intrusive and costlier measures involving the criminal, juvenile justice, and child welfare systems.

C.1.3 **The primary goal of the Job Placement Services is to effectively move TANF customers towards greater levels of self-sufficiency by engaging them in meaningful activities that will help TANF customers secure stable employment, increase their earnings and decrease their dependency on public assistance.** This goal shall be achieved in the context of customers achieving their participation requirements.

C.1.4 Upon receipt of a delivery order, purchase order, or task order issued by the District pursuant to this HCA, the Provider shall receive (1) a monthly lump-sum base compensation, based upon the number of assigned not-employed TANF customers, to ensure the Provider has quality and adequate staffing and infrastructure to provide wraparound case management and supportive services; (2) an outcome-based payment that is designed to incentivize the Provider for delivering specific and desired results; (3) a cost reimbursement component that reimburses the Provider for stipends, incentives, and discrete work-related expenses that the Provider disburses directly to customers. The Provider is encouraged to draw on best practices from around the country and to use its own experience and creativity when designing its TANF work related services program. [Section C.5](#) details the employment related services components – such as case management, employment preparation, structured job search, job development and placement – that the Provider shall incorporate in its program.

C.2 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by reference into this RFQ and all ensuing HCAs:

Table C.2: Applicable documents

Item No.	Document Type	Title	Date
0001	Social Security Act	Title IV Part A, as amended by the Personal Responsibility and Work Opportunity Reconciliation Act of 1996	1996
0002	D.C. Law 12-241	Self-Sufficiency Promotion Amendment Act of 1998. Specifically, D.C. Official Code Section 4-205.76-77.	1999
0003	D.C. Law 15-167	DC Language Access Act of 2004 [Language access for District residents with Limited English Proficiency and No English Proficiency (LEP/NEP)]	2004

C.3 DEFINITIONS AND ACRONYMS

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

C.3.1.1 Base compensation: A fixed monthly 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 size of the Provider's not-employed Point-In-Time caseload (PIT) of not-employed TANF customers.

C.3.1.2 Community service programs: Structured programs and embedded activities in which individuals perform work for the direct benefit of the community under the auspices of public or nonprofit organizations. Community service programs must be limited to projects that serve a useful community purpose in fields such as health, social service, environmental protection, education, urban and rural redevelopment, welfare, recreation, public facilities, public safety, and child care. Community service programs are designed to improve the employability of individuals not otherwise able to obtain unsubsidized full-time employment, and must be supervised on an ongoing basis no less frequently than once each day in which the individual is scheduled to participate.

C.3.1.3 Core TANF activities: Federally countable core activities include unsubsidized employment, subsidized private sector employment, subsidized public sector employment, work experience, on-the-job training, job search and job readiness assistance, community service programs, vocational educational training, and providing child care services to an individual participating in a community service program.

C.3.1.4 Cost reimbursement: A variable monthly payment that the District pays the Provider for specified allowable costs the Provider incurs on behalf of the District. The only costs that the Provider is allowed to incur on behalf of the District are stipends (defined in [Section C.3.1.29](#)), incentives (defined in [Section C.3.1.12](#)), and discrete work-related expenses (defined in [Section C.3.1.7](#)).

- C.3.1.5** **Customer:** Customer is used interchangeably with “TANF customer”, defined in [Section C.3.1.33](#).
- C.3.1.6** **Customer Assessment, Tracking, and Case History (CATCH):** CATCH is a web-based case management system that DHS’ current providers of employment and employment related services use to assess customers’ barriers, strengths, and needs; the assessment information is then used to develop the customer’s Individual Responsibility Plan (IRP), also maintained in CATCH. Additionally, CATCH tracks and records customers’ participation in work activities, and generates monthly invoices (reimbursement payments to service providers) based on that participation. The system provides real-time access to customers’ engagement information for purposes of policy development, program enhancement, and resource allocation. All references to CATCH shall equally apply to future case management and work participation software solutions that DHS may use.
- C.3.1.7** **Discrete work-related expenses:** These relate to costs that the customer needs to incur in his/her pursuit of employment. Examples of such costs include costs of a medical test not covered by Medicaid or costs of uniforms for customers with a firm job offer. The Provider is responsible for covering these costs provided these costs are within the District’s guidelines, and for requesting reimbursement from the District every month.
- C.3.1.8** **Earned income disregard:** The earned income disregard is a mechanism by which a portion of a customer’s earnings is excluded in determining a customer’s countable net earnings. The countable net earnings, which is used in calculating the level of assistance the customer is entitled to, equals gross earnings minus the earned income disregard. By allowing a customer to retain more of his/her income and continue to be eligible for welfare especially as the customer is gradually transitioned from welfare to employment, earned income supplement the income of low-wage employees and create a real incentive to find employment.
- C.3.1.9** **Education directly related to employment:** In the case of a recipient who has not received a high school diploma or a certificate of high school equivalency, this activity involves education related to a specific occupation, job, or job offer. Education directly related to employment must be supervised on an ongoing basis no less frequently than once each day in which the work-eligible individual is scheduled to participate.
- C.3.1.10** **Employed TANF customer:** Used interchangeably with employed customer, an employed TANF customer is a not-employed customer that the Provider places in unsubsidized employment.
- C.3.1.11** **Good cause:** A valid reason why a customer is unable to participate in work activities. This is expected to last for a short period of time. Examples of good cause include, but are not limited to, a short-term illness, medical condition or a household emergency such as a death in the family. Good cause must be documented.
- C.3.1.12** **Incentives:** Incentives are designed to encourage the customer 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 customers and for requesting reimbursement from the District every month.

- C.3.1.13** **Individual Responsibility Plans (IRP):** A written agreement developed jointly by the customer and the Provider’s case manager that acts as the customer’s roadmap to securing employment and becoming self-sufficient. The IRP outlines specific steps that the customer agrees and commits to take in order to address and remove barriers, and find and retain employment.
- C.3.1.14** **Job search and job readiness assistance:** The act of seeking or obtaining employment; preparation to seek or obtain employment, including life skills training, and substance abuse treatment, mental health treatment, or rehabilitation activities. Such treatment or therapy must be determined to be necessary and documented by a qualified medical, substance abuse, or mental health professional. Job search and job readiness assistance activities must be supervised by the TANF agency or other responsible party on an ongoing basis no less frequently than once each day in which the individual is scheduled to participate. A maximum of six weeks in the preceding 12-month period of an individual’s participation in job search and job readiness assistance can count towards countable work activities. For a needy state (i.e. if a state’s total unemployment rate is at least 50 percent greater than the US total unemployment rate or if the state meets the federal definition of a “needy state”), a maximum of 12 weeks in the preceding 12-month period of an individual’s participation in job search and job readiness assistance can count towards countable work activities. An individual’s participation in job search and job readiness assistance does not count for a week that immediately follows four consecutive weeks in which the state reports any hours of such participation in the preceding 12-month period.
- C.3.1.15** **Job skills training directly related to employment:** This activity involves training or education for job skills required by an employer to provide an individual with the ability to obtain employment or to advance or adapt to the changing demands of the workplace. Job skills training directly related to employment must be supervised on an ongoing basis no less frequently than once each day in which the individual is scheduled to participate.
- C.3.1.16** **Key Performance Indicators (KPI):** Key Performance Indicators, also known as KPI or Key Success Indicators (KSI), are quantifiable measurements that help an organization define and measure progress toward specific goals.
- C.3.1.17** **Living Wage:** Effective June 9, 2006, The Living Wage Act of 2006 provides that District government Providers 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. Subcontractors of District government Providers who receive \$15,000 or more from the contract and subcontractors of the recipients of government assistance who receive \$50,000 or more from the assistance are also required to pay their affiliated employees no less than the current Living Wage rate.
- C.3.1.18** **Non-core TANF activities:** Non-core TANF activities include job skills training directly related to employment, education directly related to employment, and satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence.
- C.3.1.19** **Non-exempt TANF Customers:** As a general rule, a parent or caretaker receiving TANF must engage in work activities. Federal law exempts certain categories of customers (e.g. victims of domestic violence) from work participation requirements. Additionally, the District currently exempts a much broader group of TANF customers from work

participation requirements. Exempt customers include single-parents with a child under the age of one; customers in the 2nd or 3rd trimester of pregnancy; customers more than 60 years old; a single custodial parent or caretaker who personally provides care for a child under six who cannot obtain needed appropriate child care because it is unaffordable or not within reasonable distance of the parent or caretaker's home or work activity. Customers unable to participate due to an illness, incapacity, or disability or the illness, incapacity, or disability of a dependent may also be exempt and/or eligible for the POWER program. Teen parents attending school, domestic violence victims for whom compliance would increase the risk of domestic violence and those who cannot obtain childcare can also be exempt.

- C.3.1.20** **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.3.1.21** **Outcome-based payment:** A variable monthly 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.3.1.22** **Not-employed TANF customer:** Used interchangeably with not-employed customer, a not-employed TANF customer is either a (1) TANF customer who is not in unsubsidized employment (2) TANF customer who in unsubsidized employment prior to being referred to a vendor but is underemployed (i.e. he/she is not meeting his/her work participation requirements though employment hours).
- C.3.1.23** **Payment point:** Payment point refers to elements of the Provider's incentive compensation. The compensation is structured to encourage the Provider to deliver distinct results or outcomes. Achievement of each outcome triggers a specific payment amount, i.e. payment point. Payments points are independent of each other. Consequently, it is feasible for the Provider to achieve more than one payment point for a given customer in any given month. In the latter case, the Provider is entitled to compensation that accumulates all the payments points achieved in the month, subject to restrictions defined for each payment point.
- C.3.1.24** **Point-In-Time caseload (PIT):** Also referred to as caseload, is the number of TANF customers (or cases) that the Provider is serving in a given period or at any given time. The Provider shall be managing 2 types of PIT: a not-employed PIT (i.e. caseload of not-employed TANF customers) and an employed PIT (i.e. a caseload of employed customers).
- C.3.1.25** **Program On Work, Employment and Responsibility (POWER):** POWER is a District funded program that provides cash assistance, in lieu of TANF, to families whose head-of-household is unlikely to meet TANF work requirements due to short-term incapacity related to physical or mental health problems or substance abuse.
- C.3.1.26** **Providing child care services to an individual who is participating in a community service program:** This activity involves providing child care to enable another TANF recipient to participate in a community service program. This is an unpaid activity and must be a structured program designed to improve the employability of individuals who

participate in this activity. This activity must be supervised on an ongoing basis no less frequently than once each day in which the individual is scheduled to participate.

C.3.1.27 **Sanctioned customer:** A TANF recipient whose welfare grant has been reduced because she/he has not complied with TANF work requirements without good cause.

C.3.1.28 **Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence:** In the case of a recipient who has not completed secondary school or received such a certificate, this activity involves regular attendance, in accordance with the requirements of the secondary school or course of study, at a secondary school or in a course of study leading to a certificate of general equivalence, in the case of a work-eligible individual who has not completed secondary school or received such a certificate. This activity must be supervised on an ongoing basis no less frequently than once each day in which the individual is scheduled to participate.

C.3.1.29 **Stipends:** The purpose of the stipend is to foster customers' involvement in work participation activities by defraying their travel expenses. The District defines the rules for determining a customer's eligibility for stipends and the Provider is responsible for paying the stipends to eligible customers. On a monthly basis, the Provider requests reimbursement of paid stipends from the District.

C.3.1.30 **Subsidized private sector employment:** Employment in the private sector for which the employer receives a subsidy from TANF or other public funds to offset some or all of the wages and costs of employing an individual.

C.3.1.31 **Subsidized public sector employment:** Employment in the public sector for which the employer receives a subsidy from TANF or other public funds to offset some or all of the wages and costs of employing an individual.

C.3.1.32 **Temporary Assistance to Needy Families (TANF):** TANF a block grant created by the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 to achieve four purposes: (1) provide assistance to needy families so that children may be cared for in their homes or in the homes of relatives; (2) end the dependence of needy parents on government benefits by promoting job preparation, work, and marriage; (3) prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies; and (4) encourage the formation and maintenance of two-parent families.

C.3.1.33 **TANF customer:** Adult recipient of the TANF cash benefit.

C.3.1.34 **TANF Employment Program (TEP):** TEP is the District's program to assist TANF customers in enhancing their education and skill levels and in preparing for, finding, and retaining unsubsidized employment in order to ultimately earn family-sustaining incomes.

C.3.1.35 **TANF Universal Service Delivery Model:** The TANF Universal Service Delivery Model recognizes that TANF customers have unique presenting circumstances, needs, goals and challenges that impact their ability to enter the workforce and eventually achieve desired degrees of self-sufficiency. While many TANF customers are potentially ready for employment, others need to first bridge education and skills gaps before they become employable; others need to overcome significant personal and health barriers

before they can productively engage in work activities. The TANF Universal Service Delivery Model is the District's framework for determining a TANF customer's employability as well as his/her barriers to employment. It then guides the District in prescribing the most appropriate services to match the customer's goals, unique needs, and personal and family circumstances.

- C.3.1.36** **The Person First:** The traditional human service system focuses on delivering services and benefits accurately and on a timely basis. In the traditional system this is done without regard to how or whether the services improve the person's human condition or whether they assist the person with moving to self-sufficiency. The Person First is DHS' vision of a human services system that prioritizes developing people to meet their full potential so that they can "outgrow" their need for public support to the maximum degree possible.
- C.3.1.37** **Travel reimbursement:** Funds paid to the customer to offset the costs associated with travel to and from the Provider's program.
- C.3.1.38** **Unsubsidized employment:** Full or part-time employment in the public or private sector that is not subsidized by TANF or any other public program.
- C.3.1.39** **Unusual Incident:** An Unusual Incident is an alleged, suspected, or actual event or occurrence involving a DHS customer, employee, Provider, subcontractor, or volunteer that adversely affects or compromises the integrity of DHS programs or which threatens the health or safety of a DHS customer, 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.3.1.40** **Vocational educational training:** Organized educational programs that are directly related to the preparation of individuals for employment in current or emerging occupations. Vocational educational training must be supervised on an ongoing basis no less frequently than once each day in which the individual is scheduled to participate. There is a statutory 12-month limitation on participation in vocational education, i.e. states can only count one year of participation in vocational educational training for any individual toward the work participation rate.
- C.3.1.41** **Washington Metropolitan Area:** For the purposes of this RFQ and any ensuing HCAs, the Washington Metropolitan Area includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Fairfax; the Virginia Counties of Fairfax, Arlington, and Prince William; the Maryland Counties of Montgomery, Prince Georges, and Charles.
- C.3.1.42** **Work experience:** A work activity, performed in return for welfare, 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

ongoing basis no less frequently than once in each day in which the individual is scheduled to participate.

C.3.1.43 **Work Opportunity Tax Credit (WOTC):** WOTC is a federal tax credit incentive that the Congress provides to private-sector businesses for hiring individuals from twelve target groups who have consistently faced significant barriers to employment. The main objective of this program is to enable the targeted employees to gradually move from economic dependency into self-sufficiency as they earn a steady income and become contributing taxpayers, while the participating employers are compensated by being able to reduce their federal income tax liability. WOTC joins other workforce programs that help incentivize workplace diversity and facilitate access to good jobs for American workers. Many TANF customers qualify for the groups targeted by WOTC.

C.3.1.44 **Working capital:** Working capital is a measure of the operating liquidity available to a business, organization or other entity. For the purposes of this RFQ and all ensuing HCAs, working capital only includes cash on hand and letters of credit issued by U.S. financial institutions.

C.3.1.45 **Wraparound case management:** With an emphasis on coordination of services to address the complex needs of customers, wraparound case management is a set of activities that aim to deliver a more comprehensive set of services to achieve positive outcomes for the customer. Key wraparound case management activities include an in-depth assessment of a customer's situation, defining the customer's long-term and short-term goals, developing a detailed and individualized service plan to achieve the customer's goals, and coordinating applicable services to ensure that the customer is making progress according to the service plan. The wraparound case manager functions as the lead in assuring care and service coordination.

C.3.2 Acronyms

C.3.2.1 ACF: United States Department of Health and Human Services, Administration for Children and Families

C.3.2.2 AFDC: Aid to Families with Dependent Children

C.3.3.3 CA: Contract Administrator

C.3.2.4 CFO: Chief Financial Officer

C.3.2.5 CO: Contracting Officer

C.3.2.6 CATCH: Customer Assessment, Tracking, and Case History

C.3.2.7 DOES: Department of Employment Services

C.3.2.8 DHS: Department of Human Services

C.3.2.9 FIFO: First-In-First-Out

C.3.2.10 FOIA: Freedom of Information Act

- C.3.2.11** HCA: Human Care Agreement
- C.3.2.12** IMA: Income Maintenance Administration
- C.3.2.13** IRP: Individual Responsibility Plan
- C.3.2.14** ISP: Interested Service Provider
- C.3.2.15** KPI: Key Performance Indicator
- C.3.2.16** KSI: Key Success Indicator
- C.3.2.17** PIT: Point-In-Time caseload
- C.3.2.18** POWER: Program on Work, Employment and Responsibility
- C.3.2.19** PRWORA: The Personal Responsibility and Work Opportunity Reconciliation Act of 1996.
- C.3.2.20** RFQ: Request for Qualifications for HCA
- C.3.2.21** SOQ: Statement of Qualifications
- C.3.2.22** TA: Technical Assistance
- C.3.2.23** TANF: Temporary Assistance for Needy Families
- C.3.2.24** TEP: TANF Employment Program
- C.3.2.25** WOTC: Work Opportunity Tax Credit

C.4 BACKGROUND

- C.4.1** The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 eliminated the Aid to Families with Dependent Children (AFDC) program and replaced it with the Temporary Assistance for Needy Families (TANF) block grant program. While the Act provided the District with greater flexibility to design its system for supporting poor families with children, it also required that 50% of cash assistance customers meet work participation hours through employment or through other activities that will help them prepare for, find, and retain employment.
- C.4.2** In response to PRWORA, in 1998 the District awarded multiple contracts for the provision of employment related services. Contracts with revised services and requirements were subsequently issued within the District's TANF Employment Program (TEP). In its existing version, TEP utilizes a Work First approach whereby customers are referred by DHS to Providers who provide a multi-week job preparation program before beginning a rigorous job search culminating in full-time unsubsidized employment. With a primary focus on rapid employment, current Providers initiate customer engagement with an orientation, assessment and development of the customer's IRP. They then assist customers with activities such as developing a resume and cover letter, enhancing interviewing skills, and crafting a job search strategy. Finally, they perform multiple

support functions, including customer outreach, time reporting, issuance of participation payments and stipends, and requests to impose and remove sanctions.

- C.4.3** There are approximately 17,100 District families who receive TANF cash benefits each month. Of these, 6,200 (36%) are exempt from program participation requirements. The remaining 10,900 non-exempt families are required to engage in work, training or education activities. Due to multiple factors, participation rates of non-exempt TANF families in DC remain low. Each month, between 5-10% of these households meet their federally required TANF participation hours.
- C.4.4** A customer who fails to comply with requirements of the TANF program may face a financial sanction that removes the adult's portion of the grant, thereby reducing the customer's benefit. Approximately, 3,900 (36%) of the non-exempt TANF customers are currently sanctioned due to non-compliance with the program's participation requirements. Many have been sanctioned for lengthy periods. Historically, the District has not enforced the federal 60-month time limit on TANF assistance nor has the District imposed full family sanctions for noncompliance with work participation requirements. However, in December 2010, the District passed new legislation that reduces the TANF grant of all households that have received TANF benefits in the District for more than 60 months by 20%. Additionally, the legislation provided DHS the authority to impose a progressive, graduated sanction policy for those customers who fail to comply with work requirements without good cause.
- C.4.5** Currently, DHS' process for referring customers to TEP Providers utilizes a First-In-First-Out (FIFO) approach. Customers who have been on TANF the longest are the ones who are referred first when TEP Providers have available openings. Additionally, the existing referral process is a one-size-fits-all because customers are randomly assigned to TEP Providers without regard to education and skill levels, personal barriers to employment, or unique needs and choices. Customers also have the right to walk-in to any TEP vendor and request services. Both the FIFO and one-size-fits-all approaches are suboptimal because they fail to recognize each customer's unique circumstances and poorly allocate the District's limited resources.
- C.4.6** The current TEP design affords customers the right to walk-in to any TEP vendor and request services. While this policy provides customers flexibility of choice, it also facilitates circumvention of the District's sanction policies. Customers who fail to engage and are subsequently recommended for sanction can simply walk-in to different vendors and claim participation. Having customers constantly churning between vendors makes it hard for DHS to track customer's engagement and participation. Additionally, every time the customer walks in to a new vendor, the customer needs to receive an orientation and be assessed by the vendor which means the customer is receiving duplicated services and costly resources are being inefficiently utilized. Because customers can so easily walk out on a vendor and walk into a new one, customers do not have strong incentives to persist with one vendor and stay the course. Consequently, customers often change vendors "at-will".
- C.4.7** The economic downturn over the last 36 months has compounded the chronic unemployment issue that TANF customers face. While the TANF customer base has increased by 2,200 families over the last two years, the pool of available jobs has shrunk, and more TANF customers now have to compete against more skilled and educated individuals with more work experience and fewer barriers to employment. In

this climate, improving the employability of the District's TANF customer becomes ever more important so they can compete for the available jobs, and strategically position themselves for upward mobility in the years ahead.

C.4.8 With a commitment to becoming a national model for an accountable and compassionate human services agency and to achieve its vision of The Person First, DHS is redesigning TEP to enhance the ability of the TANF customer to build his/her capacity while meeting his/her work participation requirements, increase his/her earnings and transition from welfare assistance to self-sufficiency. The TEP redesign incorporates federal Work First welfare mandates, which the District is required to meet in order to avoid federal sanction, and focuses on delivering quality services to TANF customers, whatever their presenting circumstances. Throughout, the redesign aims to effectively manage and maximize limited resources.

C.4.9 The table below summarizes the key improvements DHS is making by redesigning the District's TEP:

Table C.4.9: Key improvements to the District's TEP

No.	Current TEP	Redesigned TEP
1	The primary focus is federal Work First mandate, i.e. help TANF customers find unsubsidized employment as quickly as possible.	Meeting federal work participation requirements and helping TANF customers attain employment remain key objectives. However, remediation of barriers to employment, educational enhancement, and skills acquisition and upgrade will become core tenets of the District's program strategy.
2	Only those customers who engage with a vendor receive (1) an orientation of TANF program rules and regulations (2) an assessment of a customer's skills, abilities, weaknesses, barriers to employment, and goals. Both the orientation and the assessment are administered by the vendor.	Orientation and assessment will become conditions of eligibility for TANF benefits and as such, all prospective and existing TANF recipients will be required to undergo a DHS administered orientation and assessment.
3	The breadth and depth of the orientation vary across vendors.	A comprehensive and standard orientation will be conducted by DHS, thus ensuring customers have a fundamental and consistent understanding of program requirements, nuances, and resulting benefits.
4	Assessments are high-level and inconsistently administered across vendors.	Centrally administered by DHS, the assessment will be rigorous, in-depth and will create a holistic profile of customer's skills, abilities, weaknesses, barriers to employment, and goals. The assessment will also calibrate the customer's education, skills, experience level, and his/her personal, health and other barriers to employment.
5	The output of the assessment is not systematically linked to services that best match the customer's needs.	The output of the assessment will determine the services that are most appropriate for the customer given his/her presenting circumstances, abilities, strengths, needs and goals.

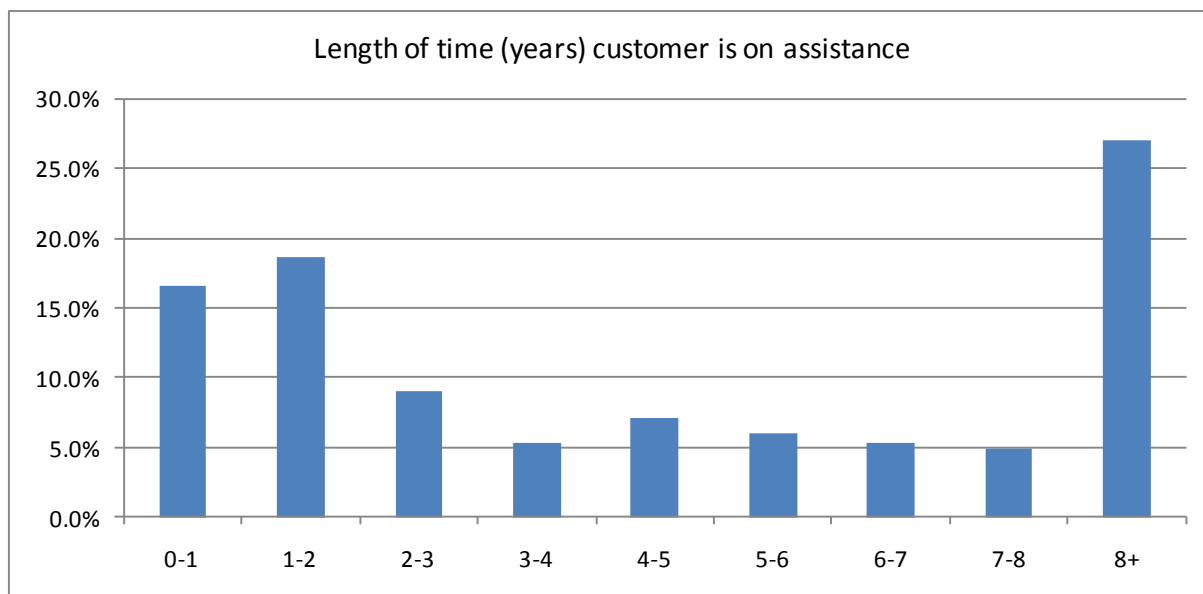
Table C.4.9: Key improvements to the District's TEP

No.	Current TEP	Redesigned TEP
6	Customers are referred to vendors solely based on the capacity of the vendors, without regard to the customer's unique needs and goals.	The referral process will incorporate the customer's goals, unique needs and choices to precisely match the TANF customer to the appropriate provider of employment related services.
7	TANF customers can only avail themselves of generic employment related services.	Distinct and specialized services tailored to the needs of individual customers will be available through both vendors, and sister agencies (e.g. Department of Mental Health, Rehabilitation Services Administration, Addiction Prevention and Recovery Administration, Department of Employment Services etc.).
8	Customers can walk-in to any vendor of their choice and request services.	Customers who walk-in to a vendor will be referred back to DHS for a mandatory orientation and assessment. Assignment of customer to TEP Provider will be made by DHS and assignment will incorporate customer's goals, unique needs and choices.
9	The current sanction policy is limited to reducing the customer's benefit by removing the adult's portion of the grant.	Customers who fail to comply with program requirements without good cause shall be subject to a progressive, graduated sanction policy where each level of sanction shall further reduce the customer's grant.
10	Case management services are not sufficiently individualized and intensive since TEP vendors are contractually required to have one full-time case manager for every 100 customers.	Individualized and intensive case management services are deemed critical. Providers of Job Placement Services will be required to maintain one full-time case manager for every 75 not-employed customers. Providers of Work Readiness and Placement Services will be required to maintain one full-time case manager for every 50 not-employed customers.
11	Compensation structure includes payment points (e.g. assessments, home visits) that are not tied to specific employment or work participation outcomes.	A results-driven compensation structure where all payment points are tied to specific and measurable outcomes (i.e. job placement, job retention, work participation).
12	There are no vendor goals and performance metrics in place.	A detailed set of goals and performance metrics will be implemented, tracked, and reported.
13	Vendor performance monitoring focuses on verification of records to support customers' engagement in work activities and substantiation of vendor invoices.	Vendor performance monitoring will place greater emphasis on the achievement of goals and performance metrics, and quality of services being provided. DHS will continue to audit vendor records in order to comply with federal Work Verification Plan requirements.
14	The program is static and only minor administrative changes are made once contracts are awarded.	DHS will implement a continuous improvement culture centered on the use of business intelligence and analytics to streamline program operations, develop enhanced policies, facilitate more efficient allocation of resources, and deliver better outcomes.

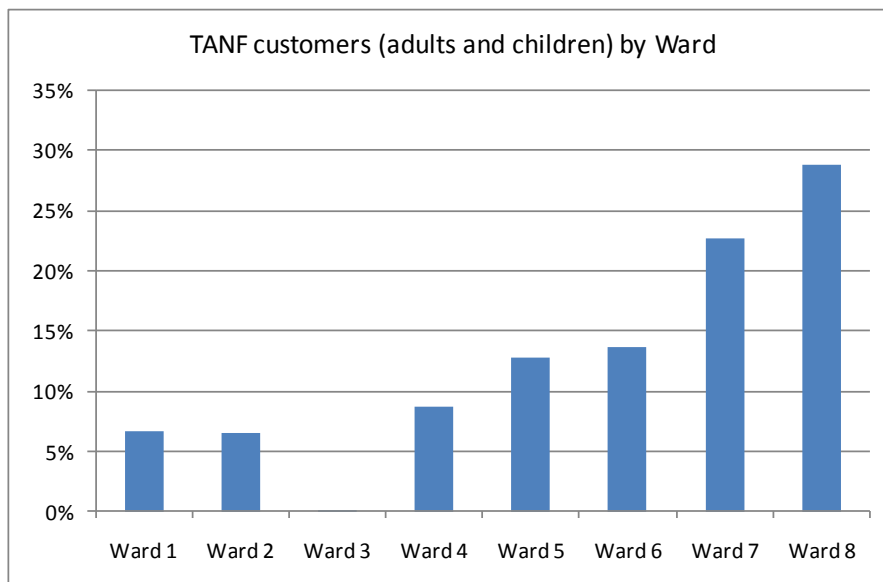
C.4.10 THE DISTRICT’S TANF POPULATION

C.4.10.1 The District’s TANF population is unique in comparison to most jurisdictions in the United States. Proportionally, the District’s TANF caseload, which is 17,100 families, is far larger than that of many surrounding jurisdictions. The State of Maryland, for example, with a population nearly ten times the size of the District, has a TANF Caseload of about 23,000 families. The size of the District’s caseload alone brings challenges in providing quality, individualized services for our customers. Additionally, the job market for the type of positions suited to the skills of many TANF customers is very competitive. While many of the District’s TANF customers are work-ready, others face multiple barriers to work including limited education, minimal work experience, personal and family health issues, and transportation and child care challenges.

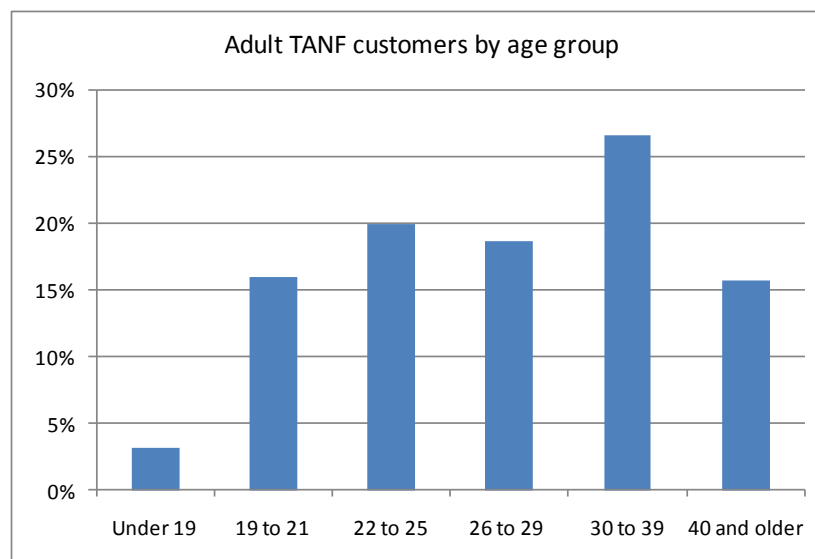
C.4.10.2 Of the District’s 17,100 TANF households, approximately 7,400 (43%) have been on either federally or locally funded TANF for longer than five years. The chart below shows how long customers in the District have been on one or both of these TANF programs:



C.4.10.3 Over 50% of the District’s TANF households report addresses in Wards 7 and 8; and over 60% of those that have engaged with a TEP Provider report addresses in Wards 7 and 8. Services, training, child care and employment with proximity to one’s home have shown to contribute to dramatically better outcomes for customers. The chart below illustrates the distribution of the District’s TANF customers by Ward:

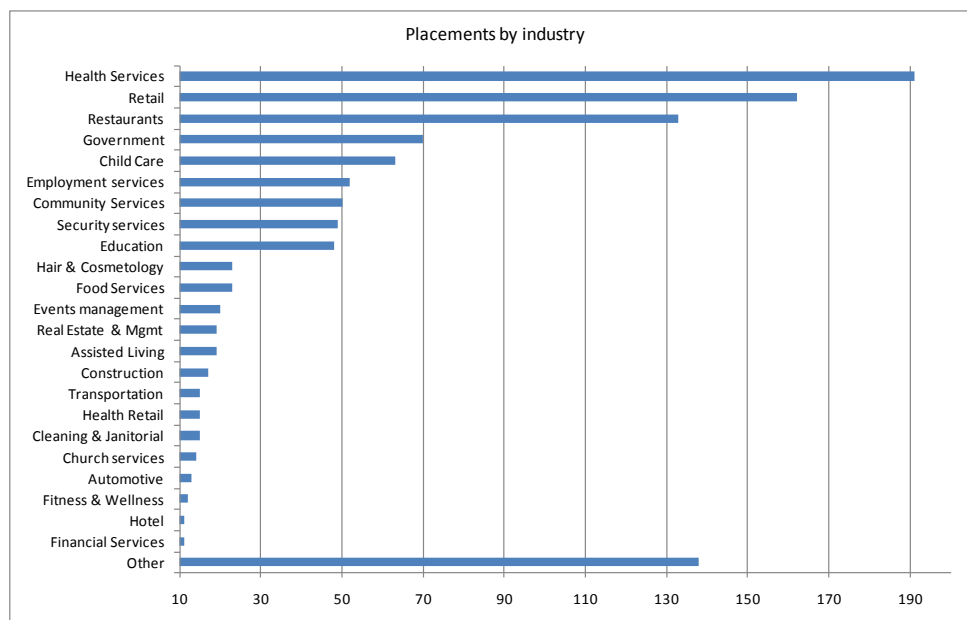
**C.4.10.4**

58% of the TANF adults are under the age of 30, and nearly 40% are under the age of 25. While the customers have a range of work experience, their careers are often in their infancy, if they have started at all. The foundation they build and direction they take has the potential to impact the next four decades of their working lives. While employment is vitally important, the right employment and right career path are essential to long term stability, and personal satisfaction. The chart below shows the age distribution of the District's adult TANF customers.

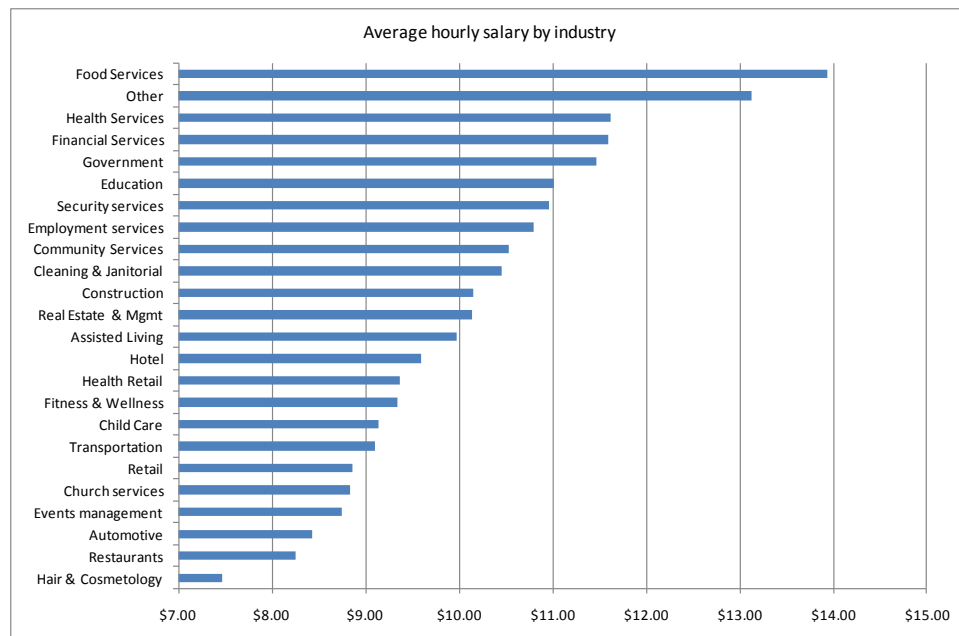
**C.4.10.5**

The average size of the District's TANF household is 2.5 persons. The District's caseload of 17,100 TANF customers is composed primarily of one-parent households. Only 200 TANF families are two-parent households and 2,600 are child-only households with no adult TANF recipient (TANF eligible child is living with a family member or guardian, parent of TANF eligible child is a non-qualified alien or illegal immigrant, the head-of-household is a recipient of Supplementary Security Income). A TANF family receives on average of \$370 in cash assistance from the District every month.

C.4.10.6 From January 2010 to September 2010, the District placed 1,200 TANF customers into employment. Health Services, Retail and Restaurants accounted for 41% of all placements. The top employing industries reflect those industries that are mainstays in the Washington Metropolitan Area and that offer positions that are accessible to the District’s TANF customers given their skills and education levels.



C.4.10.7 The 23 customers employed by companies in the Food Services industry earned the highest average hourly wage at \$13.94. The average salary for “Other” is artificially skewed by the wages paid to those customers temporarily hired for the 2010 U.S. Census. Customers in the Health Services industry earned an average hourly wage of \$11.61. Though Restaurants accounted for 11% of all placements, the industry’s average hourly wage of \$8.25 (which excludes tips) is well below the Living Wage. Even when tips are included, some customers may chose to disregard Restaurants jobs because they do not believe that these jobs will provide family sustaining income. Nonetheless, jobs in the Restaurants industry cannot be discounted because they are plentiful in the Washington Metropolitan Area, do not require high skills levels and can provide the requisite work experience that can help bridge customers to future and more stable employment.



C.4.10.8 Of the 1,200 customers placed in employment from January 2010 through September 2010, 250 or 20% lost their jobs during the same time period. Of those who lost jobs, 41% became unemployed within 30 days of entering employment and 70% became unemployed within 60 days of their employment start date. This statistic reinforces the need for welfare-to-work programs to not only focus on job placement but also on employment retention.

C.4.11 FEDERAL WORK PARTICIPATION REQUIREMENTS

C.4.11.1 *Weekly hours requirement* - Non-exempt adult TANF customers must participate in work activities that assist them in attaining employment or be employed. The number of hours, that a non-exempt adult TANF customer must participate in, depends on the age of his/her youngest child and whether the customer is a single parent or part of a two-parent household. The table below summarizes the weekly participation requirements:

Table C.4.11.1: Weekly Hours Requirements

	Single parent household	Two parent household without funded child care	Two parent household with funded child care ¹
Child under 1	Exempt	30 hours/week ²	30 hours/week ²
Child 1-6 years of age	20 hours/week	35 hours/week	55 hours/week
Child over 6 years of age	30 hours/week	35 hours/week	55 hours/week

¹ No parent in the family is disabled or caring for a child with a disability

² One parent is exempt from TANF participation and the other is required to complete 30 hours/week

- C.4.11.2** *Core and non-core activity requirement* - For single-parent households, at least 20 hours of participation must be attributed to core TANF activities, as defined in [Section C.3.1.3](#). For a two parent TANF household, at least 30 hours must be attributed to core TANF activities. Any remaining required TANF hours can be fulfilled by non-core TANF activities, as defined in [Section C.3.1.18](#). In a two parent household, the hourly requirements refer to the collective participation of both parents. A TANF customer under 20 years of age can count education as a core TANF activity if he or she maintains satisfactory attendance at a secondary school or equivalent or participates in education directly related to employment for an average of 20 hours per week each month.
- C.4.11.3** *Activity hours constraints* – For the purposes of federal countable work activities, the length of time a customer can be engaged in job search and job readiness assistance and vocational educational training is limited. A maximum of six weeks in the preceding 12-month period of an individual’s participation in job search and job readiness assistance can count towards countable work activities. For a needy state (i.e. if a state’s total unemployment rate is at least 50 percent greater than the US total unemployment rate or if the state meets the federal definition of a “needy state”), a maximum of 12 weeks in the preceding 12-month period of an individual’s participation in job search and job readiness assistance can count towards countable work activities. An individual’s participation in job search and job readiness assistance does not count for a week that immediately follows four consecutive weeks in which the state reports any hours of such participation in the preceding 12-month period. There is a statutory 12-month limitation on participation in vocational education, i.e. states can only count one year of participation in vocational educational training for any individual toward the work participation rate.
- C.4.11.4** For federal reporting purposes, a customer’s participation in countable activities is measured monthly. Monthly participation is the sum of a customer’s weekly participation hours. A week’s participation hours are counted towards a specific month’s hours if the Friday of that week falls in that month.
- C.4.11.5** Federal law requires states to achieve a 50% minimum participation rate every fiscal year in order to avoid being subjected to a financial penalty. The overall participation rate for a fiscal year is the average of the state’s overall participation rates for each month in the fiscal year where each month is calculated as described in [Section C.4.11.4](#). To meet full federal participation requirements, a customer’s participation must meet all three requirements set out in [Sections C.4.11.1](#) through [C.4.11.3](#).
- C.4.11.5.1** First, the customer’s average weekly participation hours in a given month must meet or exceed his/her weekly required hours (as specified in [Section C.4.11.1](#)). For example, to meet the weekly hours requirements, a customer who must average 20 hours per week (i.e. a single parent household with a child under six years of age), must participate for a cumulative total of at least 80 hours during a month that includes four weeks. During a given month, a customer can compensate for a week with less than his or her required participation hours by engaging for more than the required hours during a prior or subsequent week(s) in the same month.
- C.4.11.5.2** Second, the customer must meet the core and non-core activity requirement described in [Section C.4.11.2](#). For example, to meet the core and non-core activity requirement, a customer who must average 30 hours per week, must engage in a cumulative total of at least 80 hours of core activities during a month that includes four weeks. The remaining

required 40 hours (the customer must participate for at least 120 hours in a four-week month) can come from core or non-core activities.

C.4.11.5.3 Third, the customer's participation in job search and job readiness assistance and vocational educational training cannot exceed the statutory limits, as described in [Section C.4.11.3](#).

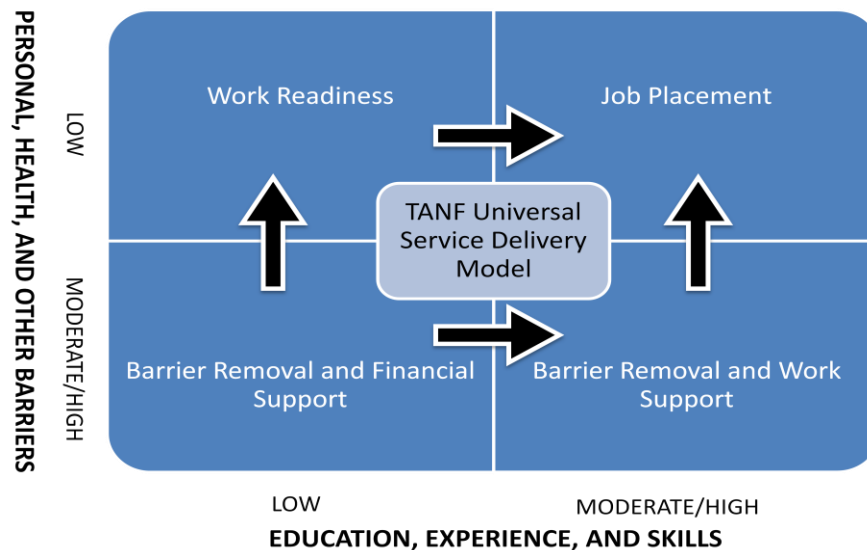
C.4.11.6 Customers who meet their monthly work participation requirements increase the state's monthly participation rate and those that fail to meet their monthly work participation requirements lower the state's monthly participation rate.

C.4.12 DHS' TANF UNIVERSAL SERVICE DELIVERY MODEL

C.4.12.1 Self-sufficiency is a continuum. As a continuum, DHS' TANF Universal Service Delivery Model is a departure from the current one-size-fits-all model. This new service delivery model offers TANF customers a suite of services to better match their goals, unique needs, and personal and family circumstances. While the federal Work First program focuses on moving every TANF customer quickly into jobs, the District's TANF Universal Service Delivery Model recognizes that some TANF customers may first need to overcome skills and education gaps before they can benefit from such Work First activities as structured job search. Other customers may first need to remove personal, health and other barriers before they can meaningfully participate in countable work activities.

C.4.12.2 Additionally, the District's philosophy is that engaging customers in some form of barrier mitigating activity and progressively increasing their engagement over time will help them transition to not only meeting federal work participation requirements but more importantly prepare them for better, long-term stable employment and individual fulfillment. While remaining committed to Work First approaches and outcomes, the TANF Universal Services Delivery Model places emphasis on education and skills enhancement, barrier removal, intensified work support, and wraparound case management services.

C.4.12.3 DHS will use the upfront assessment to determine the customer's education, skills and experience level and the extent to which his/her personal, health and other barriers impede the customer's ability to engage in work activities. The outcomes of the assessment will assist DHS in determining which of the four quadrants in the model below best matches the customer's needs and what suite of services is best suited to that customer.



- C.4.12.4** Job placement: Customers with low personal and health barriers and moderate to high levels of education and skills will receive services that are geared to rapid employment. The focus is on job preparation, job search, job placement and retention. Customers also receive case management services while they are actively looking for jobs and while they are employed.
- C.4.12.5** Work readiness: Customers with low personal and health barriers and low levels of education and skills will receive services geared to enhancing their skills and education so they become employable. The focus is on education, vocational training, work experience, and community service that will enable the customer to develop his/her skills and upgrade his/her education. Customers receive wraparound case management services to closely follow their skills and educational progression. Once these customers have sufficiently developed their skills and are ready for employment, they shall receive “Job Placement Services”.
- C.4.12.6** Barrier removal and work support: Customers with moderate to high personal and health barriers and moderate to high levels of education and skills will first receive intensive barrier remediation services (e.g. health, mental health, rehabilitation) to address their challenges. They will have the opportunity to participate in subsidized work (time limited work opportunities where wages are paid for, in full or in part, by an entity who is not the customer’s employer) or supported work (work opportunities tailored to individuals with disabilities). Eligible customers shall have access to a Supplemental Security Income (SSI) advocacy program that supports disabled TANF customers in their application and attainment of SSI benefits and/or be enrolled in the District’s POWER program, which supports TANF customers unable to work due to disability or incapacity.
- C.4.12.7** Barrier removal and financial support: Customers with moderate to high personal and health barriers and low levels of education and skills will receive intensive barrier remediation services (e.g. health, mental health, rehabilitation) to address their challenges. Eligible customers will have access to an SSI advocacy program that supports disabled TANF customers in their application and attainment of SSI benefits, and/or be enrolled in the District’s POWER program.

C.4.12.8 As depicted by the arrows on the four quadrant model in [Section C.4.12.3](#), the goal of the TANF universal service delivery model is to progressively move the District's TANF customers, whatever their presenting circumstances, to the top-right quadrant so they secure and retain meaningful employment, become self-sufficient and move off cash assistance.

C.4.12.9 To ensure that customers can secure family-sustaining jobs with growth potential, DHS believes that its job placement strategy for TANF customers must be more selective in terms of the industries and positions that are targeted. While the current economic climate and the tight labor market deters DHS from narrowing its industry/position focus too soon, DHS plans to progressively steer its job placement strategy towards those industries that are projected to thrive in the Washington Metropolitan Area and those positions that best match TANF customers' skills and aspirations. As such, the Provider's existing industry focus and ability to develop other industry specialization will be key assets to DHS.

C.4.13 COSTS AND ANTICIPATED OUTCOMES

C.4.13.1 DHS is redesigning the District's TEP to enable the program to scale to serve all of the District's non-exempt adult TANF customers. As stated in [Section C.1.1](#), the District's non-exempt TANF population is approximately 10,900 households. At any point in time, the actual number of customers that can benefit from employment related services is less than the number of non-exempt adult TANF customers because a segment of the non-exempt TANF population is unable to meaningfully engage in work activities because of pre-existing barriers to employment. Under the new TEP, customers facing barriers to employment shall not be referred to the TEP Providers and shall instead receive barrier remediation services as described in [Sections C.4.12.6](#) and [C.4.12.7](#).

C.4.13.2 The benefits of moving TANF customers to self-sufficiency are significant both in terms of the societal impact and the savings to the District. However, federally mandated welfare-to-work programs are inherently costly. Thus, future availability of financial resources is the single biggest constraint on the District's ability to scale its TEP to serve a larger pool of customers. DHS estimates that the redesigned TEP will cost the District approximately \$325 per customer per month for every customer that is served by a Provider. The \$325 includes both payments to the Provider for serving the customer and payments to the customer in the form of stipends, reimbursement of discrete work-related costs and incentives. Serving 3,000 customers will cost the District \$11.7 million annually and serving 7,000 customers will cost the District \$27.3 million. These costs exclude DHS' internal cost to manage and operate the program and the costs of barrier remediation services.

C.4.13.3 Given the significant expense of the program and the investment by the District to ensure its residents can aspire to a better life beyond welfare, DHS is committed to operating an accountable welfare-to-work program that is focused on delivering results that demonstrate customers' progress towards self-sufficiency through employment. As such, DHS has defined a set of outcomes to measure and monitor the effectiveness of the District's TEP. The six outcomes are:

C.4.13.3.1 Increase the number of customers who overcome education and skill barriers to become employable

C.4.13.3.2 Increase the number of customers who meet work participation requirements

C.4.13.3.3 Increase the number of customers who gain employment

C.4.13.3.4 Increase the number of customers who secure high wage jobs

C.4.13.3.5 Increase the number of customers who retain their jobs

C.4.13.3.6 Increase the number of customers who move off TANF

C.5 REQUIREMENTS

C.5.1 This RFQ seeks SOQs from ISPs to provide **Job Placement Services**. Only customers with low personal and health barriers (i.e. customers that are not facing barriers to employment) and moderate to high levels of education and skills (i.e. customers that are deemed employable and ready to enter the workforce) will be referred to these Providers by DHS.

C.5.2 The Provider shall only accept referrals of TANF customers, hereinafter referred to as “referred customers” from DHS. The Provider shall accept all referrals from DHS. DHS will enter all customer referrals in CATCH and the Provider shall be notified of the referral either through a CATCH automated notification or via email from DHS.

C.5.3 Prior to making any customer referrals, DHS will conduct an assessment of the customer’s strengths, barriers, skills, abilities, and goals. Referrals to the Provider will be made based on the assessment results, customer input and the Provider’s PIT capacity. If the Provider determines that a referred customer should have been exempted from work requirements or should receive a distinct service that the Provider is unable to provide or is unable to participate because of barriers to employment, the Provider shall immediately contact DHS for appropriate action.

C.5.4 The Provider shall not accept customers who volunteer for services without a referral from DHS, hereinafter referred to as “walk-ins”. The Provider shall direct all walk-ins to DHS to undergo the DHS administered orientation and assessment.

C.5.5 The Provider shall provide the following services to referred customers:

C.5.5.1 Customer outreach and engagement: The Provider shall use outreach and engagement approaches to ensure that customers make contact with the Provider, begin to participate, remain active in the program and comply with program participation requirements. The Provider shall document all outreach attempts and interactions with the customer in CATCH.

C.5.5.2 Orientation: The Provider shall develop and provide a DHS-approved orientation to all customers. In addition to building upon and reinforcing the key themes included in the TANF orientation administered by DHS, the Provider’s orientation will cover in detail the Provider’s services, processes and business operations. The Provider shall also convey to the customer what constitutes compliance with program requirements, the consequences of failing to comply with the program, sanction policies, the ways in which the program can help customers find and retain employment, benefits from continued participation, how the earned income disregard (as defined in [Section C.3.1.8](#))

mechanism is designed to assist the customer once he/she enters employment, and the impact that increased earnings will have on the benefits the customers receive.

C.5.5.2.1 Should the Provider decide to revise and update its orientation material and content, the Provider shall submit the updated materials to DHS and highlight the changes or revisions made.

C.5.5.2.2 DHS will review the Provider's proposed changes and provide feedback within a week of receiving the materials from the Provider. The Provider shall process requested changes and re-submit the orientation to DHS for final approval, if necessary, within two business days of receiving feedback from DHS. The Provider shall not use the revised orientation until it has been approved by DHS.

C.5.5.3 Wraparound case management: Referred customers are likely to require a high level of assistance and individualized support as they navigate through a range of work activities as they prepare for employment. The Provider shall provide each customer with individualized and intensive case management services that support and facilitate the customer's progression and compliance with TANF work participation requirements. The Provider shall provide case management services for as long as the customer remains in the Provider's PIT. Case management services shall include, but not be limited to:

C.5.5.3.1 Review of customer assessment and initial IRP: Every referred customer will have a completed assessment and an initial IRP, both created by DHS. DHS will enter the assessment and initial IRP in CATCH and the Provider shall access the assessment and initial IRP through CATCH. In the event that the assessment and IRP are not available in CATCH, they will be forwarded to the Provider in electronic format either as Microsoft Word 2007 or searchable PDF documents. The Provider shall review the assessment and initial IRP with the customer and have an in-depth discussion with each customer about the results of the assessment and the steps outlined in the initial IRP.

C.5.5.3.2 Development of a detailed IRP: The Provider shall use the results of the DHS assessment, initial IRP, and customer input to develop a more detailed IRP for each customer. A well thought-out IRP is critical to the customer's ability to secure employment. Consequently, the Provider shall start by engaging the customer in an in-depth discussion of the types of activities that the customer wishes to participate in. The objectives are to provide the customer as much flexibility as possible in crafting his/her IRP and to foster the customer's ownership of the IRP. The Provider shall then analyze each activity on the customer's wish list to ensure that each activity is aligned with the customer's employment goals. Where the activity is incoherent with the customer's employment goals, the Provider shall work with the customer to establish alignment between activity and employment goals and/or identify other activities that will improve the customer's employment prospects. As appropriate, each Provider developed IRP shall specifically coordinate multiple activities that will enhance the customer's ability to prepare for, find and retain employment. The Provider shall complete the IRP in CATCH. The format of the IRP will be specified by DHS. The IRP shall include, but not be limited to, the following:

C.5.5.3.2.1 IRP goals

C.5.5.3.2.2 Barriers and strengths highlighted in the customer assessment

- C.5.5.3.2.3** Steps the customer will take to prepare for employment
- C.5.5.3.2.4** Steps the customer will take to find and retain employment
- C.5.5.3.2.5** Steps the Provider shall take to assist the customer in finding and obtaining employment
- C.5.5.3.2.6** A list of the specific activities the customer will participate in
- C.5.5.3.2.7** The amount of time the customer will participate in each activity. The Provider shall construct the IRP such that the customer's participation across all activities meets or exceeds the District's work participation requirements, specified in [Section C.6.4](#).
- C.5.5.3.2.8** Work support contingency plan that will address such issues as unforeseen child care issues
- C.5.5.3.2.9** Responsibilities of the Provider and the customer
- C.5.5.3.3** Signing the IRP: The Provider and the customer shall sign the detailed IRP as validation that both parties understand the plan and agree to comply with the activities assigned to each party. This acknowledgement is important to DHS' and the Provider's efforts to foster the customer's ownership of the IRP and to hold customers accountable if the customer fails to comply with the IRP.
- C.5.5.3.4** Amending the IRP: The Provider shall amend each customer's IRP if any of the following occur:
 - C.5.5.3.4.1** Changes in the activities in which the customer is to participate
 - C.5.5.3.4.2** Changes to the length of time a customer is to participate in a particular activity
 - C.5.5.3.4.3** Changes to the steps a customer will take to achieve employment goals (such as finding a new child care arrangement or obtaining needed medical tests to qualify for an employment position)
 - C.5.5.3.4.4** Changes to the steps the Provider shall take to assist the customer in meeting employment goals
 - C.5.5.3.4.5** Changes in the customer's personal or family situation that create new hurdles to the customer's ability to complete activities specified in the IRP
 - C.5.5.3.4.6** Accomplishment of IRP milestones
- C.5.5.3.5** Signing the amended IRP: The Provider and the customer shall sign and date the agreement each time a change is made to a customer's IRP.
- C.5.5.3.6** Periodic review of the IRP: The Provider shall meet with the customer at least once every three months to review the IRP and discuss any need to amend the IRP.
- C.5.5.3.7** Enrollment in short-term education and training programs: Given that DHS will only refer customers that are deemed employable and ready to enter the workforce to the Provider, DHS does not expect the placement of referred customers in unsubsidized

employment to be predicated on educational and skills enhancement of any significance. However, in some cases, a customer's employment prospects may improve if the customer attends short-term, nominal education and training programs (e.g. a 2-day course on providing customer service). If the Provider deems such education and training programs will improve the customer's employment prospects and will help the customer meet his/her work participation requirements, the Provider shall enroll the customer in the appropriate programs.

- C.5.5.3.8** Progress monitoring: The Provider shall meet in person with each customer regularly, at least once a week, until the customer begins meeting his/her required weekly participation hours. Thereafter, the Provider shall meet in person with the customer on a bi-weekly basis to monitor the customer's progress against the IRP milestones. Once the customer becomes employed, the Provider can opt to conduct the bi-weekly meetings by phone if an in-person meeting will inconvenience the customer.
- C.5.5.3.9** Coordination of services to remove barriers: Because all customers will now undergo a DHS-administered assessment, DHS does not expect that referred customers to face barriers that preclude them from participating in required work activities. However, in the event that such barriers do emerge and are deemed to be of a temporary nature, the Provider shall refer customers to appropriate services (e.g. health services, child care) and community supports (e.g. free professional clothing, food banks) that can assist the customer address his/her challenges. The Provider shall coordinate these services for the customer and closely monitor the customer to ensure that the customer is availing him/herself of the services and progress is being made in mitigating the customer's barriers. If the Provider deems the barriers to be more complex and of a longer duration, the Provider shall report the case to DHS to discuss the appropriate course of action.
- C.5.5.3.10** Case monitoring: The Provider shall oversee all active customers and monitor customer participation in core and non-core TANF activities. The Provider shall ensure that each customer in its PIT is either engaged in an activity, in the process of enrolling in an activity or has been recommended for an exemption, sanction or removal.
- C.5.5.3.11** Evaluation of efficacy of services: The Provider shall ensure that customers are connected and engaged in relevant services, as outlined in the customer's IRP. The Provider shall evaluate the efficacy of the services the customer is receiving by monitoring the customer's progress against the IRP and by soliciting customer feedback on services being provided by third party entities.
- C.5.5.3.12** Retention: As highlighted in [Section C.4.10.8](#), job retention services following placement into unsubsidized employment are critical to maximizing customers' long term success and advancement in the workforce. The Provider shall help customers retain employment by addressing family or other issues that inhibit the customer's ability to keep his/her job, mediating between employers and customers when appropriate, and helping customers remove emerging barriers to work. Proposed retention efforts include, but are not limited to, onsite job visits, conflict resolution, employment counseling and mentoring, and barrier mitigation.
- C.5.5.3.13** Responding to Customer Inquiries: The Provider shall be available during regular business hours (Monday to Friday, 8:15 am to 4:45 pm) to answer customer inquiries. This includes having a phone line available that can handle multiple calls at one time, or voicemail or answering machine that is able to take messages during non-business hours,

and a procedure established to ensure that it is regularly checked, cleared and inquiries are addressed within 24 hours or at latest the next business day.

- C.5.5.4** Employment preparation: The Provider shall provide employment preparation assistance to customers by creatively fusing instructor-led class-based training, group-based activities and one-on-one sessions. The employment preparation assistance shall include, but is not limited to:
- C.5.5.4.1** Employment soft skills: The Provider shall teach customers how to manage conflicts, anger, and stress; communicate in a business setting; handle difficult conversations; and conduct financial budgeting and planning. Additionally, the Provider shall cover such topics as professional etiquette, impact of employment on TANF cash assistance, and work-life balance.
- C.5.5.4.2** Employment application tools: The Provider shall train customers on how to develop resumes and cover letters, and how to complete employment applications. The Provider shall teach customers interviewing skills and etiquette, and shall conduct mock interviews to help customers hone their interviewing skills.
- C.5.5.4.3** Career exploration: The Provider shall expose customers to a broad array of career opportunities and the required skills for each career path. The Provider shall teach customers how to develop realistic and informed career goals.
- C.5.5.4.4** Employer perspectives: The Provider shall educate customers about employers' perspectives and expectations so customers better appreciate employment policies. Wherever possible, the Provider shall conduct onsite meetings with potential employers.
- C.5.5.5** Structured job search: The Provider shall operate a structured job search program that includes one-on-one in-person meetings with customers to develop the job search strategy and actual job searches in group or other appropriate settings.
- C.5.5.5.1** One-on-one in-person meetings shall focus on helping customers develop customized job search strategies, identifying prospective employers, reviewing job search results, fine-tuning the job searching techniques, and discussing and agreeing on next steps. The frequency of these meetings shall vary between two and five times weekly, depending on customer needs. The meetings shall each last at least one hour.
- C.5.5.5.2** The Provider shall organize structured job search in a group setting, wherever possible and appropriate, to allow customers to offer peer support to each other and to learn from each other's tactics, approaches, successes and challenges. The Provider's staff shall be present and available to assist when customers are conducting job searches.
- C.5.5.5.3** The Provider shall use the weekly or bi-weekly progress monitoring meetings described in [Section C.5.5.3.8](#) to monitor the customer's job search efforts.
- C.5.5.5.4** If the customer's participation in job search lasts more than four continuous weeks and does not yield any results, the Provider shall review the challenges the customer has faced, re-evaluate the job search strategy, and where applicable, amend the IRP in conjunction with the customer. The Provider shall also consider engaging the customer in other short-term work or education programs that will help supplement the customer's

work participation hours and provide opportunities for the customer to exercise his/her skills and abilities.

- C.5.5.6** Job development and placement: The Provider shall build, maintain and cultivate relationships with employers in the Washington Metropolitan Area who are open and willing to hire qualified TANF customers into unsubsidized employment.
- C.5.5.6.1** The Provider shall maintain and deepen existing employer relationships and develop new ones, especially in industries that are projected to grow in the Washington Metropolitan Area and are good fit for the District's TANF customers.
- C.5.5.6.2** The Provider shall implement a job development strategy that is designed to provide TANF customers with employment opportunities, while taking into consideration job location, industry growth prospects, advancement opportunities and salary, and the prospective employer's past success retaining TANF customers.
- C.5.5.6.3** The Provider shall proactively promote itself and the program to its employment partners, identify suitable employment opportunities for its customers and place customers with its employment partners.
- C.5.5.6.4** The Provider shall inform prospective employers of the financial benefits and other services available to them if they hire a TANF customer, including but not limited to making applicants available for job openings, screening resumes for specific qualifications, providing job retention services once the customer becomes employed, and facilitating the filing of the Work Opportunity Tax Credit (WOTC) when the employers are eligible for WOTC.
- C.5.5.7** Supplemental work activities: In the event that a customer gains employment which does not meet his/her required TANF hours, the Provider shall connect the customer to other employment related opportunities to supplement his/her work participation hours and meet his/her work participation requirements. These opportunities could include, but are not limited to, career advancing work experience, volunteer or community service, training or educational programs.
- C.5.5.8** Case administration and maintenance: The Provider shall undertake case administration and maintenance services including but not limited to:
- C.5.5.8.1** Entering data in CATCH: The Provider shall enter the following information about each customer in CATCH:
- C.5.5.8.1.1** Basic customer information (including but not limited to address and telephone) as and when the information changes
- C.5.5.8.1.2** Activity participation information (including but not limited to hours, activity type, placement sites, start and end dates, and wage). The Provider shall enter this information in CATCH, at least on a weekly basis.
- C.5.5.8.1.3** Case notes related to the customer's status in employment activities. Case notes shall document the customer's progress against IRP milestones and efforts to address barriers, if any; challenges the Provider experiences in working with the customer, and any

pertinent information about the customer's participation in work activities not captured in [Section C.5.5.8.1.2](#). The Provider shall enter these case notes on an on-going basis.

- C.5.5.8.1.4** Detailed and amended IRP as outlined in [Section C.5.5.3.2](#).
- C.5.5.8.1.5** All customer outreach attempts as described in [Section C.5.5.1](#).
- C.5.5.8.1.6** Requests to sanction or exempt customers
- C.5.5.8.1.7** Requests to remove customer from the Provider's PIT (e.g. customer's TANF case is closed);
- C.5.5.8.1.8** Service referral information (date referral is made and the nature of the referral) as and when these referrals are made by the Provider
- C.5.5.8.1.9** Payments the Provider made to the customer for discrete work-related expenses, as specified in [Section C.6.3.3](#).
- C.5.5.8.2** Case maintenance: The Provider shall keep detailed, complete, accurate and secure paper-based case files that document all contacts and interactions that the Provider has with each customer.
- C.5.5.8.2.1** The file must include all assessment-related documents, the signed IRP, documentation of the hours the customer participated in activities or worked in unsubsidized jobs, time sheets, pay checks, stipend receipts, incentive payment receipts, and letters of contact.
- C.5.5.8.2.2** The case file shall document referrals made to outside services agencies and include case notes that describe each interaction with the customer and the services provided. Case records shall include documentation of good cause, requests for sanctions, exemptions and for the customer to be removed from the Provider's PIT. The Provider shall make case files available for review by DHS upon request.
- C.5.5.8.2.3** DHS has a Document Imaging Management System (DIMS) initiative underway to convert all paper case documents into electronic records. The long-term objective of DIMS is to support a paperless and virtual work environment for DHS enabled by digitized case records, location independent retrieval and access of case documentation, simplified workflows, and increased accuracy and timeliness of eligibility decisions. DIMS is currently being implemented with DHS's internal needs in mind. Once the solution is fully operational, DHS may decide to extend the use and functionality of DIMS to its TEP Providers. Should DHS make such a decision, DHS will discuss the financial and other resource implications with each Provider and develop a mutually agreed-upon plan to extend the DIMS solution to the Provider.
- C.5.5.8.3** Requesting sanctions against customers: The Provider shall request that DHS initiate a sanction against any customer who does not comply with program requirements without good cause or has violated a policy that can potentially lead to a sanction. In requesting a sanction against a customer, the Provider shall follow DHS' sanction policies and comply with DHS' due process guidelines. Sanction policies and due process guidelines will be specified by DHS and will be communicated to the Provider upon award of HCAs.

- C.5.5.8.3.1** The Provider shall consult with DHS for guidance in interpreting a sanction policy, requirement or due process guideline.
- C.5.5.8.3.2** The Provider shall assist DHS in determining when customers should be sanctioned by maintaining complete case records that document customer noncompliance with requirements, submitting accurate information to DHS about customer participation and reasons for non-participation, and by responding to DHS' inquiries about customer participation.
- C.5.5.8.3.3** If a sanctioned customer subsequently requests from the Provider an administrative review or fair hearing to appeal the sanction, the Provider shall inform the customer to make an official request for a hearing directly to DHS. The Provider shall have appropriate personnel attend the hearing, if requested by DHS or the customer.

C.5.6 PIT MANAGEMENT REQUIREMENTS

- C.5.6.1** The Provider shall maintain two distinct PITs:
- C.5.6.1.1** Not-employed PIT: This includes referred not-employed customers that the Provider is seeking to engage, customers engaged in the Provider's program (e.g. employment preparation, job search) and customers for whom the Provider has requested a sanction, exemption or removal. A customer for whom the Provider has requested a sanction, exemption or removal will be removed from the Provider's PIT upon DHS' approval of the sanction, exemption or removal.
- C.5.6.1.2** Employed PIT: This includes customers that the Provider placed in unsubsidized employment and are still receiving TANF benefits from the District. Those customers who have been employed and have fully met their work participation requirements for six months will be removed from the Provider's employed PIT. The latter customers will continue to receive case management and job retention services from DHS for as long as they remain employed and are receiving TANF benefits from the District. In addition, during the phase-in period as described in [Sections C.5.8.1.3.12](#) and [C.5.8.1.4.13](#), the Provider may also receive an assignment of employed customers. These customers will become part of the Provider's employed PIT.
- C.5.6.2** The Provider shall ensure that each customer in its not-employed PIT is either engaged in one or more activities set forth in the customer's IRP, in the process of enrolling in an activity, or has been recommended for sanction, exemption or removal.
- C.5.6.3** There is no limit on the number of customers that the Provider can maintain in its employed PIT.
- C.5.6.4** The Provider shall submit to DHS a weekly reconciliation of its PIT using the format set out in the following table:

Table C.5.6.4	
WEEKLY PIT RECONCILIATION	
NOT-EMPLOYED PIT	
Number of not-employed customers at the start of the week	
Add: Number of new referrals from DHS	
Less: Number of customers who gained employment	
Add: Number of customers who became unemployed	
Less: Number of customers sanctioned	
Less: Number of customers exempted	
Less: Number of customers removed	
Number of not-employed customers at the end of the week	
EMPLOYED PIT	
Number of employed customers at the start of the week	
Add: Number of customers who gained employment	
Less: Number of customers who became unemployed	
Less: Number of customers in employment > 6 months	
Number of employed customers at the end of the week	
TOTAL PIT	
Contractually set not-employed PIT	
Under/(Over Capacity)	
Analysis of not-employed customers at the end of the week	
Number of customers receiving job placement services	
Number of customers receiving work readiness services	
Analysis of customers pending processing	
Sanctions requested but yet to be processed	
Removals requested but yet to be processed	
Exemptions requested but yet to be processed	

C.5.6.5 The Provider shall strive to continuously move customers from the not-employed PIT to the employed PIT to open capacity to accept new not-employed referrals from DHS.

C.5.6.6 DHS shall make referrals of new customers to the Provider to ensure that the Provider's not-employed PIT equals the not-employed PIT specified in the Provider's delivery order, purchase order or task order under this HCA. Likewise, DHS shall refrain from making referrals to avoid exceeding the not-employed PIT specified in the Provider's delivery order, purchase order or task order under this HCA.

C.5.6.7 Despite its best efforts to ensure that the Provider's PIT equals the not-employed PIT specified in the Provider's delivery order, purchase order or task under this HCA, not-employed PIT shortfalls and excesses are inevitable at any given point because of the dynamic nature of the not-employed PIT. **By submitting an SOQ in response to this RFQ, and accepting an award of an HCA, the Provider agrees that a 10% plus or minus variance of the allocated not-employed PIT is normal and acceptable. The Provider shall alert DHS immediately if the Provider's records indicate that the variance exceeds 10%.**

C.5.6.8 As a general rule, customers shall be removed from the Provider's PIT if the customer ceases to be a TANF recipient of the District. The one exception to this rule relates to a customer who is placed in unsubsidized employment by the Provider and who ceases to receive TANF benefits because the customer's employment income exceeds the TANF earning thresholds. If the latter customer ceases to be a TANF recipient of the District

before the customer has had the opportunity to earn six months of employment retention incentive (as described in [Section C.6.3.1](#)), then that customer shall not be automatically removed from the Provider's PIT. Because job retention services are critical to customers' advancement in the workforce, the Provider shall maintain the latter customer in its employed PIT until the customer earns six months of employment retention incentives.

C.5.7 MINIMUM STAFF REQUIREMENTS

C.5.7.1 The Provider shall provide staff experienced in assisting low-income individuals prepare for employment, find and retain stable jobs.

C.5.7.2 The Provider shall maintain the following minimum staff positions to work with referred customers:

C.5.7.2.1 Program Director: With overall accountability for program performance, quality of service, and contractual commitments to the District, the Program Director provides strategic, fiscal and operational leadership. Though not expected to maintain day-to-day oversight of program operations, the Program Director is responsible for analyzing program performance and making decisions to ensure that goals and objectives are being met. The Program Director is also responsible for developing the Provider's staffing plan and ensuring that the plan is being properly executed. The Program Director is not required to work exclusively on the District's TEP.

C.5.7.2.2 Program Manager: The Program Manager is responsible for day-to-day operations, performance management, staff management and continuous improvement related to the DHS contracted services. The Program Manager works closely with the Program Director to resolve complex issues and execute the strategies and plans developed by the Program Director. The Program Manager is responsible for specifying, implementing, and continuously improving robust and efficient business processes that will provide excellent customer service and deliver positive outcomes. The Program Manager shall work exclusively on the District's TEP.

C.5.7.2.3 Case Managers: Experienced at working with TANF customers and knowledgeable about the challenges that TANF customers typically face, Case Managers shall coordinate all the services that the Provider provides and ensure that the customer is making meaningful progress towards preparing for, finding and retaining employment. Case Managers shall be responsible for conducting outreach to referred customers, engaging customers in the Provider's activities, re-engaging those customers who started to participate and subsequently stopped, introducing customers to the Provider's processes, reviewing the DHS administered assessments, developing and amending IRPs, helping customers overcome barriers to program engagement and participation, and helping customers retain employment. Case Managers shall develop trusting working relationships with TANF customers assigned to them and shall monitor customers' engagement and progress for as long as the customers are in the Provider's PIT. Case Managers shall coordinate multiple activities outlined in the customer's IRP, and help customers report their work participation. Case Managers shall work exclusively on the District's TEP.

C.5.7.2.4 Employment Specialists: The Employment Specialist shall have expertise in workforce development and career training for populations similar to the District's TANF customers. Demonstrating excellent coaching, facilitation, and teaching skills, the

Employment Specialist shall focus on preparing customers for employment. By creatively mixing the training topics and the modes of delivery, the Employment Specialist shall be responsible for creating a stimulating learning environment whereby the customers continue to remain motivated throughout the employment preparation process. Employment Specialists shall work exclusively on the District's TEP.

C.5.7.2.5 Job Developers: Experienced at building professional relationships with the employer community and leveraging those relationships to create a pipeline of job openings, Job Developers shall work closely with Case Managers to place customers in unsubsidized employment. Focused on both the number and quality of placements, the Job Developer shall develop and maintain ongoing personal contacts with private, public, non-profit and religious organizations to promote and create opportunities for placing TANF customers. Job Developers shall explain to prospective employers the financial benefits the employer will receive when it hires TANF customers, and outline the employment supports and retention services that the Provider shall provide to the TANF customer after the employer hires the customer. Job Developers shall make contact with employers and seek to match available job openings with customer interest and abilities. Job Developers shall work exclusively on the District's TEP.

C.5.7.3 **Qualifications** – The required qualifications of the Provider's professional staff are as follows:

C.5.7.3.1 Program Director: A minimum of a Bachelor's Degree in business, management or a related field from an accredited U.S. college or University; has played a leadership role in an organization that provides adult learning, workforce development, career training, employment placement or other related employment services targeting populations similar to the District's TANF population; demonstrated competencies in communication, strategic planning, problem solving, financial management, team leadership; strong organizational and business management skills.

C.5.7.3.2 Program Manager: A minimum of a Bachelor's Degree in business, management or a related field from an accredited U.S. college or University; demonstrated ability to manage and operate an effective adult learning, workforce development, or employment placement business; demonstrated competencies in communication, strategic planning, problem solving, financial management, team leadership; knowledge of TANF customers and the challenges they typically face; strong interpersonal and staff management skills; excellent analytical skills; computer literate and highly proficient at using Microsoft Office.

C.5.7.3.3 Case Managers: A minimum of a Bachelor's Degree in social work, social services, counseling or related field from an accredited U.S. college or University or a minimum of five years experience providing case management services to populations similar to the District's TANF customers and with a professional certification; ability to work with customers in a caring and respectful manner and with due understanding of and consideration of their unique circumstances; ability to develop, evaluate and implement a case management plan, meeting all milestones; ability to identify resources and services and link clients as necessary; ability to complete written forms and reports accurately and in a timely manner; effective at building rapport and trusting relationships; ability to serve as a role model to customers; effective communicator; computer literate and proficient at using Microsoft Office; good listening and coaching skills.

C.5.7.3.4 Employment Specialists: A minimum of a Bachelor’s Degree from an accredited U.S. college or University; a minimum of five years of experience in adult learning, workforce development, career training or other employment related field; prior experience working with populations similar to the District’s TANF customers; proficient at facilitation and coaching; must be an effective communicator; computer literate; ability to create stimulating learning environments and keeping customers engaged; mastery of all the key activities that customers must complete to successfully gain and retain employment.

C.5.7.3.5 Job Developers: A minimum of a Bachelor’s Degree from an accredited U.S. college or University or a minimum of five years of experience conducting job development and placement activities; strong and successful job development and placement track record; established relationships with employers in the Washington Metropolitan area; prior experience working with populations similar to the District’s TANF customers is a plus; excellent communication and organizational skills; resilient and outcome driven; ability to work fast.

C.5.7.4 Minimum staffing levels

C.5.7.4.1 The Provider shall maintain the minimum staff levels set out below depending on the size of its not-employed PIT:

Table C.5.7.4.1						
Role	SIZE OF NOT-EMPLOYED PIT					
	150	300	450	600	750	900
Program Director	1	1	1	1	1	1
Program Manager	1	1	1	1	1	1
Case Managers	2	4	6	8	10	12
Employment Specialist	2	3	4	5	6	7
Job Developers	1	2	3	3	4	4

C.5.7.4.2 As described in [Section C.5.7.2.1](#), the Program Director is not required to work exclusively on the District’s TEP.

C.5.7.4.3 While the appointed Program Manager must work exclusively on the District’s TEP, DHS expects a suitably qualified Program Manager to benefit from economies of scale and be in a position to manage a sizeable not-employed PIT. Hence, the Provider is not required to proportionally increase the number of Project Directors and Program Managers for larger not-employed PITs.

- C.5.7.4.4** In addition to the minimum staffing levels specified in [Section C.5.7.4.1](#), the Provider shall also appoint the following number of Case Managers based on the number of employed customers in its employed PIT.

Table C.5.7.4.4

Number of customers in Provider's employed PIT	Required number of Case Managers
1 - 150	1
151-300	2
301-450	3
451-600	4
601-750	5
751-900	6

- C.5.7.4.5** The Provider shall ensure that all personnel assigned to work on the District's program complete weekly timesheets that record the daily activities performed and the amount of time spent on each activity. Upon request by DHS, the Provider shall make the timesheets available to the DHS for review and audit.
- C.5.7.4.6** The Provider shall ensure that either the Program Director or the Program Manager reviews and approves all timesheets.
- C.5.7.4.7** On a weekly basis, the Provider shall enter its staffing data into CATCH. The staffing data shall include name of staff personnel, staff role, and number of hours worked on the program.
- C.5.7.4.8** The Provider shall maintain job descriptions, resumes, and annual evaluations on each staff person. The Provider shall provide updated information to DHS within 30 days of the day of a change in personnel.
- C.5.7.4.9** The Provider shall maintain an organizational chart that shows the reporting relationship and function of key staff persons.
- C.5.7.4.10** The Provider shall monitor and evaluate activities of staff performing services under this HCA.
- C.5.7.4.11** The Provider shall make all personnel materials, for staff performing services under this HCA, available to DHS upon request.
- C.5.7.4.12** DHS acknowledges that, from time to time, the Provider may not be fully staffed to the minimum levels specified in [Sections C.5.7.4.1](#) and [C.5.7.4.4](#) because of staff turnover and lead time in hiring new personnel. However, the Provider must use its best efforts to maintain the minimum staff levels in [Sections C.5.7.4.1](#) and [C.5.7.4.4](#) and the Provider must keep a written narrative of all actions it has taken to maintain the minimum staff levels. For every staff position that remains unfilled for greater than 45 days, the Provider's monthly base compensation may be reduced by ten percent.

C.5.8 TRANSITION REQUIREMENTS: PHASE-IN AND PHASE-OUT SERVICES**C.5.8.1 PHASE-IN SERVICES**

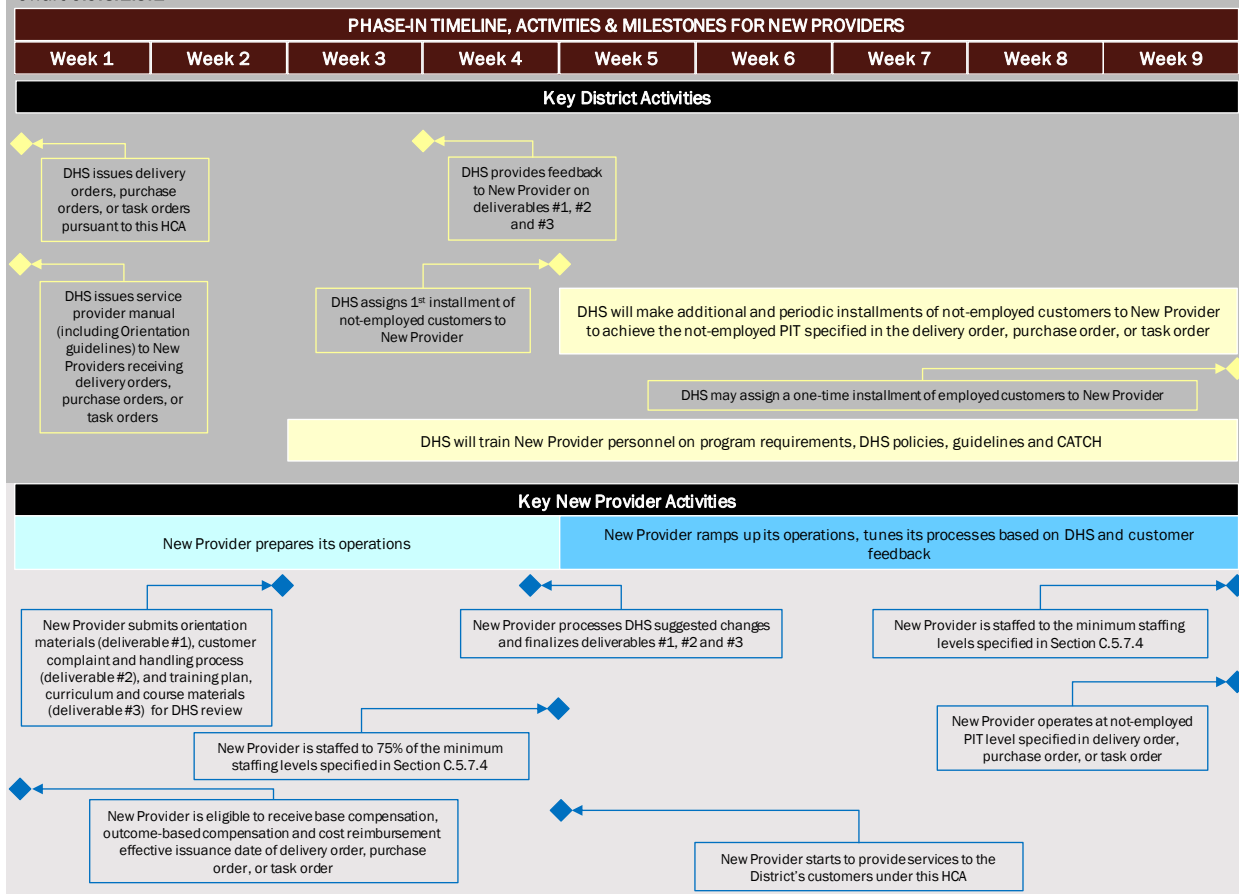
C.5.8.1.1 The District’s goal is to conduct an orderly transition from the current TEP contracts to the new delivery orders, purchase orders, or task orders pursuant to the HCAs to be awarded under this RFQ and minimize service disruption for the District’s customers.

C.5.8.1.2 Whether the Provider is a current TEP Contractor (i.e. currently provides TANF employment related services to the District pursuant to a contract issued under solicitation POJA-2005-R-DL02) or not, the District and the Provider will execute a set of activities over the **first nine** weeks of the delivery order, purchase order, or task order (hereinafter referred to as ‘phase-in period’), which are set forth in either [Section C.5.8.1.3](#) or [Section C.5.8.1.4](#), to achieve the District’s orderly transition goal as specified in [Section C.5.8.1.1](#).

C.5.8.1.3 Phase-in services for Providers that do not currently provide TANF employment services to the District

C.5.8.1.3.1 The District has defined an incremental phase-in approach for those Providers that do not currently provide TANF employment services to the District (hereinafter referred to as “New Provider”). This approach will assist the New Providers in (1) familiarizing themselves with the District’s processes, policies, and systems; (2) establishing, augmenting, and tuning their operations and processes in order to provide quality services to the District’s customers. [Chart C.5.8.1.3.1](#) sets out the key phase-in activities to be undertaken by the New Providers and the District during the phase-in period:

Chart C.5.8.1.3.1



- C.5.8.1.3.2** Upon issuance of delivery orders, purchase orders, or task orders, DHS will issue the service provider manual that shall include guidelines for the content of the Provider's orientation.
- C.5.8.1.3.3** Within two weeks of the issuance of a delivery order, purchase order, or task order, the New Provider shall forward a copy of its orientation content and materials to DHS (see deliverable #1 in [Section F.4](#)), a copy of its customer complaint handling and resolution process to DHS (see deliverable #2 in [Section F.4](#)), and a copy of its training plan, curriculum, and course materials for its employment preparation (as described in [Section C.5.5.4](#)) and structured job search (as described in [Section C.5.5.5](#)) services to DHS (see deliverable #3 in [Section F.4](#)).
- C.5.8.1.3.4** DHS will review the documents submitted by the New Provider pursuant to the requirement in [Section C.5.8.1.3.3](#) and will request changes, if necessary, within one week of receiving the New Provider's documents.
- C.5.8.1.3.5** The New Provider shall process requested changes and re-submit deliverables #1, #2 and #3 to DHS for final approval, if necessary, within two business days of receiving suggested changes from DHS.
- C.5.8.1.3.6** DHS will not refer any customers to the New Provider until DHS approves the New Provider's deliverables #1, #2 and #3.

- C.5.8.1.3.7** Starting from the third week of the phase-in period, DHS shall train personnel of the New Provider on program requirements, DHS policies, guidelines, and CATCH. DHS shall conduct training through the end of the phase-in period to ensure that all personnel of the New Provider are fully trained.
- C.5.8.1.3.8** Within four weeks of the issuance of a delivery order, purchase order, or task order, the New Provider shall be staffed to at least 75% of the minimum staffing levels specified in [Section C.5.7.4](#), based on the New Provider's not-employed PIT specified on the delivery order, purchase order, or task order.
- C.5.8.1.3.9** By the end of the phase-in period, the New Provider shall be fully staffed to the minimum staffing levels specified in [Section C.5.7.4](#), based on the New Provider's not-employed PIT specified on the delivery order, purchase order, or task order.
- C.5.8.1.3.10** Subject to DHS' approval of the New Provider's deliverables #1, #2, and #3 and the New Provider meeting the staffing requirement specified in [Section C.5.8.1.3.8](#), DHS will assign the first installment of not-employed customers to the New Provider four weeks from the issuance of a delivery order, purchase order, or task order. Thereafter, DHS will assign periodic installments of not-employed customers to the New Provider. The final installment will bring the New Provider to the not-employed PIT level specified on the delivery order, purchase order, or task order.
- C.5.8.1.3.11** The phase-in period is part of the period of the delivery order, purchase order, or task order. Consequently, the New Provider shall provide services specified in [Sections C.5.1](#), [C.5.2](#), [C.5.3](#), [C.5.4](#), [C.5.5](#), [C.5.6](#), [C.5.7](#), and [C.5.9](#) as soon as the New Provider receives the first installment of customers from DHS.
- C.5.8.1.3.12** DHS may make a one-time assignment of employed customers to the New Provider at the end of the phase-in period.
- C.5.8.1.3.13** The New Provider shall be eligible to receive a base compensation (see [Section C.6.1](#)), an outcome-based compensation (see [Section C.6.2](#)) and a cost reimbursement (see [Section C.6.3](#)) effective the date of issuance of the delivery order, purchase order, or task order.
- C.5.8.1.3.14** Transitional compensation for the New Provider: During the phase-in period, the District will be assigning the following types of customers to the New Provider (1) employed and not-employed customers that are engaged with current TEP Contractors (2) employed and not-employed customers that are not currently receiving TANF employment services from the District. The District shall implement the following transitional compensation guidelines for the following scenarios:
- C.5.8.1.3.14.1** Employed customer is assigned to the New Provider during the phase-in period: This refers to the situation where either the customer was placed in unsubsidized employment by a current TEP Contractor or the customer secured employment on his/her own. The New Provider shall not be eligible to receive a work placement payment (Payment Point 3 in [Table C.6.2](#)) or a higher wage payment (Payment Point 4 in [Table C.6.2](#)) for that customer. However, the New Provider shall be eligible to receive an employment retention payment (Payment Point 5 in [Table C.6.2](#)) for up to six months starting on the date the customer is assigned to the New Provider. Likewise, the customer shall be eligible to receive six months' worth of employment retention incentives (See [Section](#)

[C.6.3.1](#)) starting on the date the customer is assigned to the New Provider.

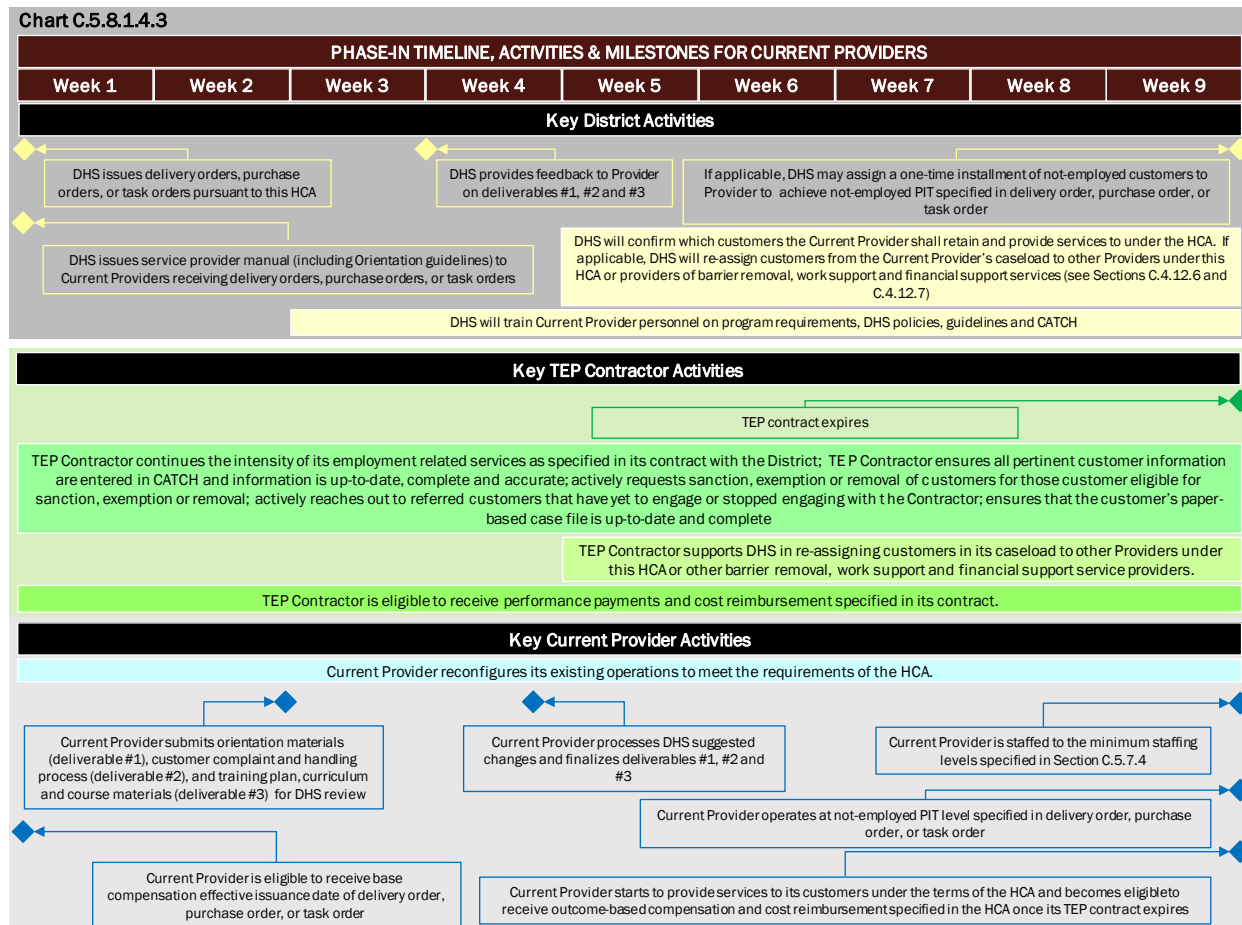
C.5.8.1.3.14.3 A not-employed customer who was engaged with a current TEP Contractor is assigned to the New Provider during the phase-in period: Even though the customer was previously referred to a current TEP Contractor, the referral date shall be deemed the date the customer was assigned to New Provider. Therefore, if customer is placed in unsubsidized employment within three months of the assignment date, then the New Provider is eligible to receive a work placement payment of \$400 for that customer. If the customer is placed in unsubsidized employment three months after the assignment date, then the New Provider is eligible to receive a work placement payment of \$200 for that customer.

C.5.8.1.4 Phase-in services for Providers that currently provide TANF employment services to the District

C.5.8.1.4.1 Current TEP Contractors who are awarded delivery orders, purchase orders, or task orders pursuant to an HCA under this RFQ (hereinafter referred to as “Current Provider”) shall be required to execute phase-in activities during the nine-week phase-in period.

C.5.8.1.4.2 The District shall exercise its best efforts to time the issuance of delivery orders, purchase orders, or task orders to Current Providers so as to make the phase-in period overlap with the last nine weeks of the Current Providers’ TEP Contract with the District. This nine-week overlap between the current TEP contract and the delivery order, purchase order, or task order shall enable the Current Provider to wind-down its existing contract and reconfigure its operations to meet the needs of the HCA. During the nine-week overlap, the Current Provider shall be both a TEP Contractor and a Provider under this HCA.

C.5.8.1.4.3 [Chart C.5.8.1.4.3](#) sets out the key phase-in activities to be undertaken by the Current Provider and the District during the phase-in period:



- C.5.8.1.4.4** Upon issuance of delivery orders, purchase orders, or task orders, DHS will issue the service provider manual that shall include guidelines for the content of the Provider's orientation.
- C.5.8.1.4.5** Within two weeks of the issuance of a delivery order, purchase order, or task order, the Current Provider shall forward a copy of its orientation content and materials to DHS (see deliverable #1 in [Section F.4](#)), a copy of its customer complaint handling and resolution process to DHS (see deliverable #2 in [Section F.4](#)), and a copy of its training plan, curriculum, and course materials for its employment preparation (as described in [Section C.5.5.4](#)) and structured job search (as described in [Section C.5.5.5](#)) services to DHS (see deliverable #3 in [Section F.4](#)).
- C.5.8.1.4.6** DHS will review the documents submitted by the Current Provider pursuant to the requirement in [Section C.5.8.1.4.5](#) and will request changes, if necessary, within one week of receiving the Current Provider's documents.
- C.5.8.1.4.7** The Current Provider shall process requested changes and re-submit deliverables #1, #2 and #3 to DHS for final approval, if necessary, within two business days of receiving suggested changes from DHS.
- C.5.8.1.4.8** DHS will not refer any customers to the Current Provider until DHS approves the New Provider's deliverables #1, #2 and #3.

- C.5.8.1.4.9** Starting from the third week of the phase-in period, DHS shall train personnel of the Current Provider on program requirements, DHS policies, guidelines, and CATCH. DHS shall conduct training through the end of the phase-in period to ensure that all personnel of the New Provider are fully trained.
- C.5.8.1.4.10** By the end of the phase-in period, the Current Provider shall be fully staffed to the minimum staffing levels specified in [Section C.5.7.4](#), based on the Current Provider's not-employed PIT specified on the delivery order, purchase order, or task order.
- C.5.8.1.4.11** Starting from the fifth week of the phase-in period, DHS shall confirm which customers the Current Provider shall retain and which customers shall be re-assigned to other Providers under this HCA or providers of barrier removal, work support and financial support services (see [Sections C.4.12.6](#) and [C.4.12.7](#)). If applicable, the Current Provider shall assist DHS in re-assigning customers to other service providers.
- C.5.8.1.4.12** DHS may make a one-time assignment of not-employed customers to the Current Provider at the end of the phase-in period in order to achieve the non-employed PIT specified in Current Provider's delivery order, purchase order, or task order.
- C.5.8.1.4.13** DHS may make a one-time assignment of employed customers to the New Provider at the end of the phase-in period.
- C.5.8.1.4.14** The Current Provider shall use the phase-in period to reconfigure its operations so it can provide services per the requirements of this HCA.
- C.5.8.1.4.15** During the phase-in period, the Current Provider shall provide services to customers in its caseload per the requirements of its TEP contract and shall maintain the intensity of the services throughout the phase-in period.
- C.5.8.1.4.16** During the phase-in period, the Current Provider shall undertake the following activities to assist the District with the transition:
- C.5.8.1.4.16.1** Ensure all pertinent customer information are entered in CATCH, are up-to-date, complete and accurate
- C.5.8.1.4.16.2** Actively request sanction, exemption or removal for those customers that are eligible for sanction, exemption or removal
- C.5.8.1.4.16.3** Actively reach out to referred customers that have yet to engage or stopped engaging with the Provider
- C.5.8.1.4.16.4** Ensure that the customer's paper-case files are up-to-date and complete
- C.5.8.1.4.16.5** Make paper-case files available to DHS upon request for DHS to copy or convert into digital documents
- C.5.8.1.4.16.6** Make available experienced Provider personnel to answer queries and resolve issues
- C.5.8.1.4.17** The Current Provider shall initiate services per the requirements of this HCA effective the end of the phase-in period.

- C.5.8.1.4.18** Even though the Current Provider shall not be providing services to customers per the requirements of this HCA during the phase-in period, the Current Provider shall be eligible to receive a base compensation (see [Section C.6.1](#)) effective the date of issuance of the delivery order, purchase order, or task order. This is intended to compensate the TEP Contractor for preparing and reconfiguring its operations, supporting DHS in re-assigning customers and for undertaking the tasks set out in [Section C.5.8.1.4.16](#). The base compensation for the phase-in period shall be equal to the base compensation for a PIT of 150 customers, as specified in [Section C.6.1](#). At the end of the phase-in period, the Provider shall be eligible to receive the base compensation for the PIT specified on its delivery order, purchase order, or task order.
- C.5.8.1.4.19** During the phase-in period, the Current provider shall receive performance and cost reimbursement payments as specified in its TEP contract.
- C.5.8.1.4.20** At the conclusion of the phase-in period, the Current Provider shall be eligible to receive outcome-based compensation and cost reimbursement payments as specified in [Sections C.6.2](#) and [C.6.3](#).
- C.5.8.1.4.21** Transitional compensation for the Current Provider: The District shall implement the following transitional compensation guidelines for the following scenarios:
- C.5.8.1.21.1** Employed customer in the Current Provider’s caseload at the conclusion of the phase-in period: This refers to the following situations: (1) the customer was placed in unsubsidized employment by the Current Provider prior to the end of the phase-in period (2) the customer was placed in unsubsidized employment by another service provider and is assigned to the Current Provider during phase-in period (3) customer secured employment on his/her own without the help of an employment service provider and is assigned to Current Provider during phase-in period. In all three situations, the Current Provider shall not be eligible to receive a work placement payment (Payment Point 3 in [Table C.6.2](#)) or a higher wage payment (Payment Point 4 in [Table C.6.2](#)) for that customer. However, the Current Provider shall be eligible to receive an employment retention payment (Payment Point 5 in [Table C.6.2](#)) for up to six months effective the last day of the phase-in period. Likewise, the customer shall be eligible to receive six months of employment retention incentives (See [Section C.6.3.1](#)) effective the last day of the phase-in period.
- C.5.8.1.21.2** Not-employed customers in the Current Provider’s caseload at the conclusion of the phase-in period: Though these customers were referred to the Current Provider prior to the phase-in period, the last day of the phase-in period shall be deemed the date the customer was referred to the Current Provider. Therefore, if customer is placed in unsubsidized employment within three months of the last day of the phase-in period, then the Current Provider is eligible to receive a work placement payment of \$400 for that customer. If the customer is placed in unsubsidized employment three months after the last day of the phase-in period, then the Current Provider is eligible to receive a work placement payment of \$200 for that customer.
- C.5.8.2** **PHASE-OUT SERVICES**
- C.5.8.2.1** The services specified in the HCA are vital to the District and must be continued without interruption and that, upon expiration or termination of the delivery order, purchase

order, or task order, a successor, either the District or another Provider, at the District's option, may continue to provide these services. The Provider shall furnish phase-out and other services (transition services) that the District deems necessary to effect an orderly and efficient transition to a successor. The Provider agrees to exercise its best efforts and cooperation to assist the District with the transition.

- C.5.8.2.2** The Provider shall furnish phase-out services for up to 90 calendar days prior to the expiration of the delivery order, purchase order, or task order. Phase-out services shall include:
- C.5.8.2.2.1** Ensure all pertinent customer information as specified in [Section C.5.5.8.1](#) are entered in CATCH, are up-to-date, complete and accurate
 - C.5.8.2.2.2** Actively request sanction, exemption or removal for those customers that are eligible for sanction, exemption or removal
 - C.5.8.2.2.3** Actively reach out to referred customers that have yet to engage or stopped engaging with the Provider
 - C.5.8.2.2.4** Ensure that the customer's paper-case filed are up-to-date and complete
 - C.5.8.2.2.5** Make paper-case files available to DHS upon request for DHS to copy or convert into digital documents
 - C.5.8.2.2.6** Make available experienced Provider personnel to answer queries and resolve issues
 - C.5.8.2.3** Should DHS require the Provider to furnish additional transition services not specified in [Section C.5.8.2.2](#), DHS will discuss the nature of those services with the Provider and develop a mutually agreeable transition plan and compensation structure.
 - C.5.8.2.4** The period during which the Provider is providing phase-out services is part of the effective period of the delivery order, purchase order, or task order. Consequently, the Provider shall maintain the intensity of its services specified in [Sections C.5.1](#), [C.5.2](#), [C.5.3](#), [C.5.4](#), [C.5.5](#), [C.5.6](#), [C.5.7](#), and [C.5.9](#) while providing phase-out services.
 - C.5.8.2.5** To effect an orderly transition, the District may also undertake the following the following activities starting 90 calendar days before the expiration date of the delivery order, purchase order, or task order:
 - C.5.8.2.5.1** The District may slow down or stop making referrals of not-employed customers to the Provider. This means that the Provider will most likely not operate at the capacity specified in the delivery order, purchase order, or task order during the 90 day phase-out period. The Provider shall continue to receive base compensation based on the not-employed PIT specified in the delivery order, purchase order, or task order even though its actual not-employed caseload is likely to be smaller than the not-employed PIT per the delivery order, purchase order, or task order.
 - C.5.8.2.5.2** The District may re-assign customers from the Provider's not-employed and employed PIT to other Providers.
 - C.5.8.2.5.3** The District may re-assess the Provider's customers to facilitate the re-assignment of

customers. At the District's request, the Provider shall schedule time for the Provider's customers to come to the Provider's premises to undergo the assessment.

C.5.9 OTHER REQUIREMENTS AND SERVICES

C.5.9.1 Staff training by DHS: The Provider's entire staff shall undergo a TEP training to be conducted by DHS upon issuance of a delivery order, purchase order, or task order. DHS will conduct the training during the phase-in period to ensure that all Provider personnel are trained as the Provider ramps up its staffing. Thereafter, the Provider's staff shall undergo a refresher training, to be provided by DHS, at least once a year.

C.5.9.2 Technical Assistance (TA): DHS may contract with a third-party to provide technical assistance to the Provider to continuously improve the program; help the Provider streamline its operations; enhance the Provider's interaction with DHS; achieve consistency across Provider in the way DHS policies and guidelines are interpreted and applied; and improve the Provider's use of technology or other tools made available by DHS. DHS intends to provide such technical assistance to Providers free of charge. In the event DHS does hire a TA Provider, the Provider agrees to exercise its best efforts to cooperate and collaborate with the TA Provider.

C.5.9.3 Quarterly customer satisfaction surveys: The Provider shall collaborate with DHS to develop and continuously improve a Customer Satisfaction Survey questionnaire to gauge the customers' experience of the appropriateness, quality and effectiveness of the services they are receiving from the Provider. Once the questionnaire has been developed, DHS will administer the survey using a sample of the Provider's customers on a quarterly basis. DHS will include the results of the survey as part of the Provider's annual performance evaluation report.

C.5.9.4 Customer complaints: The Provider shall develop and operate a process for receiving, investigating and addressing customer complaints and requests.

C.5.9.4.1 Should the Provider decide to revise and update its customer complaint handling and resolution process, the Provider shall submit the updated process to DHS and highlight the changes or revisions made. DHS will review the Provider's proposed changes and provide feedback within a week of receiving the updated process from the Provider. The Provider shall process requested changes and re-submit the process to DHS for final approval, if necessary, within two business days of receiving feedback from DHS.

C.5.9.4.2 The Provider shall not implement the revised process until it has been approved by DHS.

C.5.9.5 Unusual Incidents: The Provider shall report an unusual incident (as defined in [Section C.3.1.39](#)) to DHS for investigation and review within 24 hours of the incident taking place. The Provider shall complete and submit the Unusual Incident Report form prescribed by DHS and that is available online at <http://dhs.dc.gov/incident>. In completing the Unusual Incident Report form, the Provider shall, where applicable, describe any actions taken to address the incident and any resulting outcomes.

C.5.9.6 Working capital: Working capital is a measure of the operating liquidity available to a business, organization or other entity. For the purposes of this HCA, working capital only includes cash on hand and letters of credit issued by U.S. financial institutions. To

ensure that the Provider is financially stable, can operate as a going concern, and is able to make stipends and incentive payments to customers, the Provider shall maintain at least the minimum working capital levels set out in the following table throughout the duration of the HCA. *As specified in [Section B.5](#), ISPs that submit SOQs to both TANF RFQs (DCPO-2011-H-0072 and DCPO-2011-H-0078) and receive HCAs under both RFQs shall be required to maintain two separate operations. These ISPs must also maintain distinct and separate working capital for each operation (i.e. working capital cannot be shared and consolidated across the two operations).*

Table C.5.9.6	
Not-employed PIT size	Minimum Working Capital
150	\$ 125,000
300	\$ 200,000
450	\$ 280,000
600	\$ 340,000
750	\$ 420,000
900	\$ 480,000

- C.5.9.6.1** The Provider shall provide proof of its minimum working capital upon award of an HCA under this RFQ. The District shall not issue a delivery order, purchase order, or task order pursuant to the HCA to the Provider until the Provider has substantiated its ability to comply with the District’s working capital requirement set forth in [Section C.5.9.6](#).
- C.5.9.6.2** DHS staff will periodically audit, as part of its Provider monitoring and evaluation process outlined in [Section E](#), the Provider’s compliance with the minimum working capital requirement.
- C.5.9.6.3** Should the Provider be unable to maintain the minimum working capital levels specified in [Section C.5.9.6](#), the Provider shall notify DHS of the working capital deficiency within two days of the Provider becoming aware of the deficiency.
- C.5.9.6.4** In the event of a working capital deficiency, the Provider shall have one month, from the date the Provider receives a written notice from DHS, to rectify the deficiency and re-submit its proof of minimum working capital. Failure to rectify the working capital deficiency within one month, of the date the Provider receives a written notice from DHS, constitutes a violation of the working capital provision of this HCA. Consequently, the District may terminate this HCA and all associated delivery orders, purchase orders, or task orders pursuant to this HCA 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 March, 2007, hereafter referred to as “Standard Contract Provisions”, which is incorporated into this Agreement as [Attachment J.1](#).
- C.5.9.7** Database of employment partners in CATCH: The Provider shall accurately enter and maintain in CATCH the contact information of its employment partners. The Provider shall maintain the currency of the database to reflect only those partners that the Provider continues to maintain active relationships with. The Provider shall archive information about those partners that the Provider is no longer actively involved with and shall add information about new relationships it has entered in.

- C.5.9.8** Language access for District residents with Limited English Proficiency and No English Proficiency (LEP/NEP): On April 21, 2004, the District of Columbia enacted the DC Language Access Act of 2004, incorporated herein as [Attachment J.9](#), which holds covered agencies accountable for providing the District’s limited and non-English proficient (LEP/NEP) residents with greater access to and participation in their programs, services and activities. The District has the responsibility to create and uphold an equal standard of service for those individuals who request and require its services. The Provider shall ensure that the **Job Placement Services** it provides are made accessible to LEP/NEP customers.
- C.5.9.9** Subcontracting
- C.5.9.9.1** The Provider shall not subcontract any of the work or services provided in accordance with this HCA to any subcontractor without the prior written consent of the Contracting Officer. Any work or service that may be subcontracted shall be performed pursuant to a written subcontract agreement, which the District shall have the right to review and approve prior to its execution. Any such subcontract shall specify that the Provider and the subcontractor shall be subject to every provision of this HCA. Notwithstanding any subcontract approved by the District, the Provider shall remain solely liable to the District for all services required under this HCA.
- C.5.9.9.2** The Provider bears primary responsibility for ensuring that the Provider fulfills all its HCA requirements under any delivery order, purchase order, or task order that is issued to the Provider pursuant to this HCA.
- C.5.9.9.3** The Provider shall notify DHS immediately whenever the Provider does not have adequate staff, financial resources, or facilities to comply with the provision of services under this HCA.
- C.5.9.10** Disclosure of contracts to work population similar to the District’s TANF customers: At any time during the period of the HCA, the Provider shall disclose to DHS any grant/contract funding from sources other than this that the Provider receives to work with the same or substantially similar population.

C.6 PROVIDER COMPENSATION AND COST REIMBURSEMENT

The validity of the provider compensation and cost reimbursement specified in this RFQ is conditioned upon the promulgation of valid regulations setting the specific prices set forth in [Sections C.6.1, C.6.2](#) and [C.6.3](#).

C.6.1 BASE COMPENSATION

The District shall make the monthly base payments set out in the following table depending on the Provider's not-employed PIT:

Table C.6.1	
Not-employed PIT size	Base compensation
150	\$ 18,000
300	\$ 19,000
450	\$ 19,000
600	\$ 12,000
750	\$ 12,000
900	\$ 6,000

C.6.2 OUTCOME-BASED COMPENSATION

The District shall pay the compensation set out in the following table based on the Provider's achievement and documentation of the specific outcomes and subject to specific conditions specified in [Table C.6.2](#).

Table C.6.2: Outcome-based compensation

Outcomes	Performance Standard	Review	Incentive
<i>Outcome #1 (see Section C.4.13.3.1) - Payment Point 1: Education or training program completion payment</i>	1.1 This payment point is not applicable to this RFQ, HCA, and all delivery orders, purchase orders, or task orders pursuant to the HCA.	1.2 This payment point is not applicable to this RFQ, HCA, and all delivery orders, purchase orders, or task orders pursuant to the HCA.	1.3 This payment point is not applicable to this RFQ, HCA, and all delivery orders, purchase orders, or task orders pursuant to the HCA.

Table C.6.2: Outcome-based compensation

Outcomes	Performance Standard	Review	Incentive
<i>Outcome #2 (see Section C.4.13.3.2) - Payment Point 2: Participation payment</i>	2.1 A not-employed customer meets his/her full monthly work participation requirements, through a combination of approved core and non-core TANF activities.	2.2 Hours of participation will be reported by the Provider through CATCH. This data is subject to periodic review and verification by DHS.	2.3 The District shall pay the Provider \$150 per month per customer who meets the performance standard in paragraph 2.1.
<i>Outcome #3 (see Section C.4.13.3.3) - Payment Point 3: Work placement payment</i>	<p>3.1 The Provider places customer in unsubsidized employment.</p> <p>3.2 Payment is made available to the Provider when the customer successfully completes two weeks of work and has fully met his/her weekly work participation requirements for those two weeks.</p> <p>3.3 Participation weeks do not have to be consecutive.</p>	3.4 Verification of employment (location, type, start date, wages etc.) shall be submitted to DHS. This data is subject to periodic review and verification by DHS.	<p>3.5 The District shall pay the Provider \$400 per customer who obtains unsubsidized work within three months of the date DHS referred the customer to the Provider.</p> <p>3.6 The District shall pay the Provider \$200 per customer who obtains unsubsidized work more than three months after the date DHS referred the customer to the Provider.</p> <p>3.7 The District shall pay the Provider a maximum of two work placement payments per customer per 12-month calendar period. Should the Provider be eligible to two work placement payments of \$400 each in a 12-month calendar period, the Provider shall be limited to only one \$400 payment with the second one being a \$200 payment. (See Section C.6.2.1 for examples).</p>

Table C.6.2: Outcome-based compensation

Outcomes	Performance Standard	Review	Incentive
<i>Outcome #4 (see Section C.4.13.3.4) - Payment Point 4: Higher wage payment</i>	<p>4.1 The Provider places customer in unsubsidized employment, where the customer's wages equal or exceed the Living Wage rate.</p> <p>4.2 Payment is made available to the Provider when the customer successfully completes two weeks of work and has fully met his/her work participation requirements for those two weeks. Participation weeks do not have to be consecutive.</p>	4.3 Verification of employment (location, type, start date, wages etc.) shall be submitted to DHS. This data is subject to periodic review and verification by DHS.	<p>4.4 The District shall pay the Provider \$300 per customer who meets the performance standard in paragraphs 4.1 and 4.2.</p> <p>4.5 If the Provider becomes eligible to receive multiple higher wage payments for the same customer in a 12-month calendar period, the District shall pay the Provider a maximum of two higher wage payments per customer per 12-month calendar period.</p>
<i>Outcome #5 (see Section C.4.13.3.5) - Payment Point 5: Employment retention payment</i>	5.1 A customer who is placed in unsubsidized employment by the Provider meets his/her full monthly work participation requirements through a combination of core and non-core TANF activities.	5.2 Verification of employment (location, type, start date, wages etc.) shall be submitted to DHS. Hours of participation will be reported by the Provider through CATCH. This data is subject to periodic review and verification by DHS.	<p>5.3 The District shall pay the Provider \$300 per month per customer who meets performance standard in paragraph 5.1.</p> <p>5.4 The District shall pay the Provider a maximum of six employment retention payments (i.e. six months of full participation) per customer per 12-month calendar period.</p> <p>5.5 Participation months do not have to be consecutive.</p>

C.6.2.1**Examples of determination of payment point #3 – Work placement payment:**

Paragraphs (a), (b) and (c) below illustrate how the work placement payment will be computed by the District.

- (a) Assume a customer was referred to the Provider on January 20th. The customer is placed in employment on February 1st and becomes unemployed on March 1st. The customer met work participation requirements while employed. Therefore, the Provider is eligible for a \$400 work placement payment because the customer was employed within 3 months of January 20th and retained his/her employment for at least two weeks.

- (b) Now assume that the same customer finds new employment on March 31st and retains his/her job through May 31st while fully meeting work participation requirements. Since the customer found employment within 3 months of January 20th, the Provider is eligible for a \$400 work placement payment. However, because the Provider has already received a \$400 work placement payment for this same customer, the Provider can only receive \$200.
- (c) Now assume that the same customer finds employment on June 15th. This time the customer is placed into employment more than 3 months after the date the customer was referred to the Provider. Hence, the Provider is eligible for a \$200 work placement payment. However, the Provider is limited to two work placement payments per customer per 12-month calendar period. As such, the Provider does not receive any work placement payment.

C.6.3 COST REIMBURSEMENT

The District shall reimburse the Provider for any payments the Provider makes directly to customers for the following incentives, stipends and discrete work-related expenses that are allowed under the HCA. The aggregate cost reimbursement under the HCA shall not exceed the cost reimbursement ceilings specified in [Table C.7.1](#).

C.6.3.1 Employment retention incentives: The District shall reimburse the Provider for all allowable incentive payments made to customers for which the Provider can document that the customer achieved the incentive point in accordance with the terms of this HCA. The Provider shall pay each customer who enters an unsubsidized employment, and retains and keeps the unsubsidized job for six months, the employment retention incentives as described below. The total incentive payment shall not exceed \$1,250 per customer per 12-month calendar period.

C.6.3.1.1 Two-week employment retention incentive: \$150 when the customer enters an unsubsidized job and works for at least two weeks and has met his/her full weekly work participation requirements over these two weeks. Participation weeks do not have to be consecutive.

C.6.3.1.2 One-month employment retention incentive: \$120 when the customer retains the unsubsidized job and has met his/her full work participation requirements for one month.

C.6.3.1.3 Two-month employment retention incentive: \$120 when the customer retains the unsubsidized job and has met his/her full work participation requirements for two months. Participation months do not have to be consecutive.

C.6.3.1.4 Three-month employment retention incentive: \$120 when the customer retains the unsubsidized job and has met his/her full work participation requirements for three months. Participation months do not have to be consecutive.

C.6.3.1.5 Four-month employment retention incentive: \$120 when the customer retains the unsubsidized job and has met his/her full work participation requirements for four months. Participation months do not have to be consecutive.

- C.6.3.1.6** Five-month employment retention incentive: \$120 when the customer retains the unsubsidized job and has met his/her full work participation requirements for five months. Participation months do not have to be consecutive.
- C.6.3.1.7** Six-month employment retention incentive: \$500 when the customer retains the unsubsidized job and has met his/her full work participation requirements for six months. Participation months do not have to be consecutive.
- C.6.3.2** Stipends: The Provider shall provide a travel expense stipend of \$10 per day to customers who participate in approved core and non-core TANF activities for at least four hours per day. Stipends shall not be paid to a customer once she/he enters unsubsidized employment and has received his/her first paycheck. The District shall reimburse the Provider for all allowable stipend payments made to customers for which the Provider can document that the customer participated in work activities for at least four hours per day.
- C.6.3.3** Discrete work-related expenses: The District shall reimburse the Provider for allowable payments made to customers to enable the customer to defray significant, discrete customer work-related expenses such as obtaining a medical test not covered by Medicaid or purchasing uniforms for customers who have a firm job offer. The Provider shall not pay more than \$250 on a one-time basis per customer to defray significant, discrete work expenses for any customer. If a unique situation arises in which \$250 is insufficient to cover a work expense, the Provider shall contact DHS for prior written approval to spend above this limit. The total discrete work-related expense shall not exceed \$250 per customer per 12-month calendar period, unless pre-approved in writing by DHS.

C.6.4 THE DISTRICT'S WORK PARTICIPATION REQUIREMENTS

- C.6.4.1** The performance standard for payment points 2 and 5 in [Section C.6.2](#) requires the customer to meet his/her full monthly work participation requirements, through a combination of approved core and non-core activities. The performance standard for payment point 3 in [Section C.6.2](#) requires the customer to meet his/her full weekly work participation requirements for two weeks. The customer becomes eligible for his/her monthly employment retention incentives in [Sections C.6.3.1.2](#) through [C.6.3.1.7](#) when the customer retains his/her employment and meets his/her monthly work participation requirement. The customer becomes eligible for his/her two-week employment retention incentive in [Sections C.6.3.1.1](#) when the customer enters employment and meets his/her weekly work participation requirement for two weeks. For the purposes of this RFQ, the District's work participation requirements are as follows:
- C.6.4.1.1** Customers in the Provider's employed PIT: All customers in the Provider's employed PIT must meet the federal weekly hours requirements (see [Section C.4.11.1](#)) and the federal core and non-core activity requirement (see [Section C.4.11.2](#)).
- C.6.4.1.2** Customers in the Provider's not-employed PIT: All customers in the Provider's not-employed PIT must meet the federal weekly hours requirements (see [Section C.4.11.1](#)) and the federal core and non-core activity requirement (see [Section C.4.11.2](#)).
- C.6.4.2** For the purposes of determining monthly participation, a week's participation hours are counted towards a specific month's hours if the Friday of that week falls in that month.
- C.6.4.3** To determine whether the customer has met his/her federal weekly hours requirement (see [Section C.4.11.1](#)) in a given **month**, DHS shall add up the customer's actual weekly participation hours in that month and calculate a weekly average. The customer's average weekly participation hours in that month must meet or exceed his/her federal weekly hours requirement.
- C.6.4.4** To determine whether the customer has met his/her core and non-core activity requirement (as described in [Section C.4.11.2](#)) in a given **month**, DHS shall add up the customer's actual weekly core and non-core participation hours in that month and calculate a weekly average for his/her core and non-core participation hours. The customer's average weekly core and non-core participation hours in that month must meet or exceed his/her federal core and non-core activity requirement.
- C.6.4.5** To determine whether the customer has met his/her federal weekly hours requirement (see [Section C.4.11.1](#)) in a given **week**, DHS shall only consider the customer's participation hours in that week. The customer's participation hours in that week must meet or exceed his/her federal weekly hours requirement.
- C.6.4.6** To determine whether the customer has met his/her core and non-core activity requirement (as described in [Section C.4.11.2](#)) in a given **week**, DHS shall only consider the customer's core and non-core participation hours in that week. The customer's core and non-core participation hours in that week must meet or exceed his/her federal core and non-core activity requirement.

C.7 COST REIMBURSEMENT CEILINGS

C.7.1 Ceiling amounts for the combined reimbursable costs specified in [Section C.6.3](#) are set forth in the table below:

Table C.7.1						
Not-employed PIT	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Total
150	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 1,750,000
300	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 700,000	\$ 3,500,000
450	\$ 1,050,000	\$ 1,050,000	\$ 1,050,000	\$ 1,050,000	\$ 1,050,000	\$ 5,250,000
600	\$ 1,400,000	\$ 1,400,000	\$ 1,400,000	\$ 1,400,000	\$ 1,400,000	\$ 7,000,000
750	\$ 1,750,000	\$ 1,750,000	\$ 1,750,000	\$ 1,750,000	\$ 1,750,000	\$ 8,750,000
900	\$ 2,100,000	\$ 2,100,000	\$ 2,100,000	\$ 2,100,000	\$ 2,100,000	\$ 10,500,000

C.7.2 The aggregate cost reimbursement under the HCA shall not exceed the ceilings specified for each not-employed PIT level in [Table C.7.1](#).

C.7.3 The Provider shall notify the Contracting Officer (CO), in writing, whenever it has reason to believe that the total amount for cost reimbursement under this HCA will be either greater or substantially less than the ceilings.

C.7.4 As part of the notification, the Provider shall provide the CO a revised estimate for the ceilings for performing the HCA.

C.7.5 The District is not obligated to pay the Provider for amounts incurred in excess of the ceilings specified in the HCA and the Provider is not obligated to continue to make payments to customers under this HCA (including actions under the Termination clauses of this HCA) or otherwise incur amounts in excess of the ceilings specified in the HCA, until the CO notifies the Provider, in writing, that the ceilings have been increased and provides revised cost reimbursement ceilings for this HCA.

C.7.6 No notice, communication, or representation in any form from any person other than the CO shall change the ceilings. In the absence of the specified notice, the District is not obligated to pay the Provider for any amounts in excess of the ceilings, whether such amounts were incurred during the course of the HCA performance or as a result of termination.

C.7.7 If the CO increases the ceilings, any amount the Provider incurs before the increase that is in excess of the previous ceilings shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

C.7.8 A change order shall not be considered an authorization to exceed the applicable ceilings, unless the change order specifically increases the ceilings.

*****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 March 2007.

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 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 March 2007.
- E.1.2** DHS 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. DHS will make scheduled and unscheduled monitoring visits to review records and discuss the scope of work in relation to the services being rendered. DHS will interview customers to secure their feedback on their overall experience and the quality of services they are receiving.
- E.1.3** Staff from the DHS Office of Accountability will conduct a minimum of one annual monitoring review of each Provider. Additionally, the DHS Office of Accountability will receive and investigate unusual incidents and complaints related to the services provided by the Provider.
- E.1.4** For each of the stated anticipated outcomes in [Section C.4.13.3](#), DHS has defined one or more Key Performance Indicators (KPI) as described in the table below. Upon issuance of a delivery order, purchase order, or task order, DHS will publish performance benchmarks for each KPI. Established to reflect District and federal requirements, the performance benchmarks will be the same for all Providers regardless of the size of the not-employed PIT specified on the delivery order, purchase order, or task order.

Table E.1.4: Key Performance Indicators

Anticipated outcome	KPI
Outcome #1 - Increase the number of customers who overcome education and skills barriers to become employable (See Section C.4.13.3.1)	1. This outcome is not applicable to this RFQ. Therefore, the KPI associated with this outcome is also not applicable to this RFQ.
Outcome #2 - Increase the number of customers who meet work participation requirements (See Section C.4.13.3.2)	2. Work participation rate for all customers assigned to the Provider 3. Work participation rate for the Provider’s not-employed customers 4. Work participation rate for the Provider’s employed customers
Outcome #3 - Increase the number of customers who gain employment (See Section C.4.13.3.3)	5. Job placement rate for all customers assigned to the Provider
Outcome #4 - Increase the number of customers who secure high wage jobs (See Section C.4.13.3.4)	6. Higher wage rate for all customers assigned to the Provider
Outcome #5 - Increase the number of customers who retain their jobs (See Section C.4.13.3.5)	7. Job retention rate for all customers assigned to the Provider
Outcome #6 - Increase the number of customers who move off TANF (See Section C.4.13.3.6)	8. Move-off TANF rate for all customers assigned to the Provider

- E.1.5** Periodically, the United States Department of Health and Human Services, Administration for Children and Families (ACF) amends federal regulations and issues policy guidance, which impact the TANF program. These may mandate additional reporting requirements. In the event ACF issues new regulations and policy guidance that require DHS to track and report new KPIs, DHS reserves the right to supplement the KPIs defined in [Section E.1.4](#) in order to comply with federal requirements. The

additional KPIs shall not be deemed a change to the requirements of the HCA and shall not lead to a change in the Provider's base or outcome-based compensation.

- E.1.6** DHS will also use the results of the quarterly Customer Satisfaction Survey described in [Section C.5.9.3](#) to evaluate the appropriateness, quality and effectiveness of the Providers' services.
- E.1.7** On a monthly basis, DHS will measure and report the KPI referred to in [Sections E.1.4](#) and [E.1.5](#) and evaluate the Provider's performance by comparing the actual measurement against the performance benchmarks. On a quarterly basis, DHS will include the results of the quarterly satisfaction survey in the evaluation of the Provider's performance.
- E.1.8** The District will undertake the following additional performance monitoring activities:
- E.1.8.1** The District will monitor, review, and document the timeliness and accuracy of the Provider's deliverables required in [Section F.3](#); and
- E.1.8.2** The District will monitor, review, and document the accuracy and timeliness of the Provider's customer information contained in each customer's case files as required in [Section C.5.5.8.2](#).
- E.1.8.3** The District will monitor, review, and document the completeness, accuracy and timeliness of the Provider's data entry in CATCH as required in [Section C.5.5.8.1](#)
- E.1.8.3** DHS will randomly conduct on-site observations of the Provider's operations and activity
- E.1.9** DHS will create a quarterly performance evaluation report for the Provider that will include, but not be limited to, the performance metrics in [Sections E.1.4](#) and [E.1.5](#), results from the quarterly Customer Satisfaction Survey as outlined in [Section C.5.9.3](#), key observations and issues identified while monitoring the Provider's activities as specified in [Section E.1.2](#), and findings while conducting the monitoring in [Section E.1.8](#).
- E.1.9.1** DHS will discuss the performance evaluation report with the Provider's Program Director.
- E.1.9.2** If the performance evaluation report highlights deficiencies in performance, DHS will provide the Provider with a notice of deficiency and a time for response and remediation. The Provider shall provide a written explanation of why the deficiency occurred and propose a corrective action plan. DHS will work with the Provider's Program Director to define a corrective action plan to improve the Provider's performance. DHS will monitor the Provider to ensure that the Provider is executing the corrective action plan.

*****END OF SECTION E*****

SECTION F: DELIVERABLES AND PERFORMANCE

F.1 TERM OF AGREEMENT

- F.1.1** The term of this HCA shall be for a period of one year from the date of award specified on the cover page of this HCA.
- 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 March, 2007, 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 may extend the term of this HCA for a period of one year, or successive fractions thereof, by written notice to the Provider before the expiration of the HCA; provided that the District will give the Provider preliminary written notice of its intent to extend at least 30 days before the HCA expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Provider may waive the 30 day preliminary notice requirement by providing a written waiver to the CO prior to expiration of the HCA.
- F.3.2** If the District exercises this option, the extended HCA shall be considered to include this option provision.
- F.3.3** The compensation for the option periods shall be the same as for the base year.
- F.3.4** The total duration of this HCA, including the exercise of any options under this clause, shall not exceed five years.

F.4 DELIVERABLES

The Provider shall perform the activities required to successfully complete the District's requirements and submit each deliverable to DHS in accordance with the following:

Table F.4: Deliverables

Deliverable	Format/method of delivery	Quantity	Due Date
<i>Deliverable #1 - Orientation content and materials (see Sections C.5.8.1.3.3 and C.5.8.1.4.5)</i>	Microsoft Word 2007 or Microsoft PowerPoint 2007	One copy	Within two weeks of the issuance of the initial task order and as soon as the Provider intends to revise the orientation content and materials
<i>Deliverable #2 - Customer complaint handling and resolution process(see Sections C.5.8.1.3.3 and C.5.8.1.4.5)</i>	Microsoft Word 2007 or Microsoft PowerPoint 2007	One copy	Within two weeks of the issuance of the initial delivery order, purchase order, or task order and as soon as the Provider intends to revise the customer complaint handling and resolution process
<i>Deliverable #3 - Training plan, curriculum and course materials</i> The Provider shall submit a copy of its training plan, curriculum, and course materials for its employment preparation (as described in Section C.5.5.4) and structured job search (as described in Section C.5.5.5) services. (see Sections C.5.8.1.3.3 and C.5.8.1.4.5)	Microsoft Word 2007 or Microsoft PowerPoint 2007	One copy	Within two weeks of the issuance of the initial delivery order, purchase order, or task order and as soon as the Provider intends to revise to the training plan, curriculum and course materials.
<i>Deliverable #4 - Proof of access to working capital</i> Letter from a financial institution or a guarantor certifying that Provider will have access to the minimum working capital level specified in Table C.5.9.6 throughout the effective period of the delivery order, purchase order, or task order.	Original signed document(s)	One copy	Upon award of an HCA under this RFQ and within 2 days of Provider becoming aware of any deficiency. Two weeks before the exercise of each option year.
<i>Deliverable #5 - Stipend documentation</i> The Provider shall provide documentation for payments the Provider made to customers for travel expenses (as described in Section C.6.3.2).	Hard copy payment documentation for check payment to customer (e.g. copy of check issued).	Data to be submitted for each customer for whom the Provider seeks reimbursement.	Documentation to be submitted along with monthly invoice.

Table F.4: Deliverables

Deliverable	Format/method of delivery	Quantity	Due Date
<p><i>Deliverable #6 - Discrete work-related expense documentation</i></p> <p>The Provider shall provide documentation for payments the Provider made to customers to defray significant discrete work-related expenses (as described in Section C.6.3.3).</p>	Hard copy payment documentation for check payment to customer (e.g. copy of check issued).	Data to be submitted for each customer for whom the Provider seeks reimbursement.	Documentation to be submitted along with monthly invoice.
<p><i>Deliverable #7 - Incentive payments documentation</i></p> <p>The Provider shall provide documentation for incentive payments the Provider made to customers for retaining employment (as described in Section C.6.3.1).</p>	Hard copy payment documentation for check payment to customer (e.g. copy of check issued).	Data to be submitted for each customer for whom the Provider seeks reimbursement.	Documentation to be submitted along with monthly invoice.
<p><i>Deliverable #8 - Disclosure</i></p> <p>At any time during the effective period of the delivery order, purchase order, or task order, the Provider shall disclose to DHS any grant/contract funding from sources other than this HCA that the Provider receives to work with the same or substantially similar population.</p>	Written memorandum to DHS.	One copy per new award.	Within two weeks of the award of the new contract or grant.
<p><i>Deliverable #9 - Weekly Activity Report</i></p> <p>The Provider shall submit to DHS a Weekly Activity Report that shall include, but not limited to, the following: (1) Weekly PIT reconciliation (as described in Section C.5.6.4) (2) an overview of the key achievements for the week and issues encountered (3) changes to the Provider's staffing (4) discussion of current or emerging operational, financial or administrative issues that will impact the Provider's ability to maintain the quality of its services to customers (5) explanation of why certain customers assigned to the Provider have no participation hours entered into CATCH, and have not been recommended for sanction, exemption, or removal (6) Verification of Employment (VOE) form for customers who entered employment during the week</p>	<p>Narrative in Microsoft Word 2007.</p> <p>Hard copies for supporting documentation</p>	One report per week	Weekly within three business days of the end of the previous week

Table F.4: Deliverables

Deliverable	Format/method of delivery	Quantity	Due Date
<p><i>Deliverable #10 - Case maintenance</i></p> <p>The Provider shall keep detailed, complete, accurate and secure paper-based case files that document all contacts and interactions that the Provider has with each customer. The file must include all assessment-related documents, the signed IRP, documentation of the hours the customer participated in activities or worked in unsubsidized jobs, time sheets, pay checks, stipend receipts, incentive payment receipts, and letters of contact. The case file shall document referrals made to outside services agencies and include case notes that describe each interaction with the customer and the services provided. Case records shall include documentation of good cause, requests for sanctions, exemptions and for the customer to be removed from the Provider's case load. The Provider shall make case files available for review by DHS upon request.</p>	Hard copy	One case file per customer	Case files to be maintained on an ongoing basis. Case files to be provided to DHS for review on an on-demand basis.

Table F.4: Deliverables

Deliverable	Format/method of delivery	Quantity	Due Date
<p><i>Deliverable #11 - Participation and case management data in CATCH</i></p> <p>As outlined in Section C.5.5.8.1, the Provider shall enter the following information about each customer in CATCH (1) basic customer information (including but not limited to address and telephone) as and when the information changes (2) activity participation information (including but not limited to hours, activity type, placement sites, start and end dates, and wage). The Provider shall enter this information in CATCH, at least on a weekly basis (3) case notes related to the customer's status in employment activities. Case notes shall document the customer's progress against IRP milestones and efforts to address barriers, if any; challenges the Provider experiences in working with the customer, and any pertinent information about the customer's participation in work activities not captured in Section C.5.5.8.1.2. The Provider shall enter these case notes on an on-going basis. (4) detailed and amended IRP as outlined in Section C.5.5.3.4 (5) all customer outreach attempts as described in Section C.5.5.1. (6) requests to sanction or exempt customers (7) requests to remove customer from the Provider's PIT (e.g. customer's TANF case closed) (8) service referral information (date referral is made and the nature of the referral) as and when these referrals are made by the Provider (9) payments the Provider made to the customer for discrete work-related expenses, as specified in Section C.6.3.3.</p>	Data to be entered into CATCH	All applicable data for each and every customer	Work participation data to be entered in CATCH weekly within three business days of the end of the previous week. Other data elements to be entered in CATCH on an ongoing basis.

Table F.4: Deliverables

Deliverable	Format/method of delivery	Quantity	Due Date
<i>Deliverable #12 - Staffing data in CATCH</i> As described in Section C.5.7.4.7 , the Provider shall enter its staffing data into CATCH. The staffing data shall include name of staff personnel, staff role, and number of hours worked on the program.	Data to be entered into CATCH.	Data to be entered for each staff personnel who worked on the program.	Weekly within three business days of the end of the previous week
<i>Deliverable #13 – Employment partners data in CATCH</i> As described in Section C.5.9.7 , the Provider shall enter and maintain in CATCH the contact information of its employment partners. The Provider shall endeavor to maintain the currency of the database to reflect only those partners that the Provider continues to maintain active relationships with. The Provider shall archive information about those partners that the Provider is no longer actively involved with and shall add information about new relationships it has entered in.	Data to be entered into CATCH.	Data to be entered for each employment partner the Provider has an active relationship with.	CATCH to be populated with employment partner data within 30 calendar days of the issuance of the initial delivery order, purchase order, or task order. Thereafter, data to be maintained on an ongoing basis.

F.5 The Provider shall submit to the District, as a deliverable, the report described in [Section H.5.5](#) that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Provider does not submit the report as part of the deliverables, final payment to the Provider shall not be paid pursuant to [Section G.4.2](#).

*****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 control.
- 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 INVOICE PAYMENT

- G.2.1** 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.2.2** The District will pay the Provider on or before the 30th day after receiving a proper invoice from the Provider.

G.3 INVOICE SUBMITTAL

- G.3.1** 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 in [Section G.10](#) below. The address of the CFO is:

Department of Human Services
Office of the Controller/Agency CFO
64 New York Avenue, N.E, 6th Floor
PO Box 54047
Washington, D.C. 20002
Phone: (202) 672-4200

- G.3.2** The Provider shall follow the steps below in submitting monthly invoices to DHS:

- G.3.2.1** The Provider shall enter all customer employment and work participation data into CATCH, at least on a weekly basis. By the 20th of each month, the Provider shall accurately and completely enter all customer employment and participation data for the previous month into CATCH. The Provider shall review the data entered for accuracy and completeness and then submit the data to DHS in CATCH. This action leads to the

submission of an electronic invoice to DHS for base compensation, outcome-based compensation and cost reimbursement as described in [Sections C.6.1](#), [C.6.2](#) and [C.6.3](#).

G.3.2.2 In the event that the District revises the invoicing process set out in [Section G.3.2.1](#), the District shall notify the Provider, update the Provider manual and train the Provider on the new invoicing process.

G.3.2.3 The Provider shall print from CATCH two copies of the combined invoice for pay-for-outcome compensation, cost reimbursement and base compensation. The Provider shall sign both copies of the combined invoice.

G.3.2.4 The Provider shall mail one signed combined invoice along with hard-copy supporting documentation for all participation, employment, and cost reimbursement data entered into CATCH, for which the vendor is seeking payment, to the CA. The District may not pay outcome-based compensation or cost reimbursement amounts if the supporting documentation is submitted later than 90 days after the last day of the month in which the outcome-based payment point was earned or the payment to the customer was made.

G.3.2.5 The Provider shall mail one signed combined invoice to the agency CFO specified in [Section G.3.1](#).

G.4 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.4.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in [Section H.5.5](#).

G.4.2 No final payment shall be made to the Provider until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Provider's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.5 PAYMENT

The Provider will be paid monthly. The Provider will be paid a base compensation as described in [Section C.6.1 Base Compensation](#) and shall be reimbursed for allowable stipends, incentives and discrete work-related expenses the Provider disburses directly to customers as described in [Section C.6.3 Cost Reimbursement](#). The Provider shall also receive an outcome-based payment as outlined in [Section C.6.2 Outcome-Based Compensation](#).

G.6 ASSIGNMENT OF HCA PAYMENTS

G.6.1 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.6.2 Any assignment shall cover all unpaid amounts payable under this HCA, and shall not be made to more than one party.

G.6.3 Notwithstanding an assignment of HCA payments, the Provider, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

“Pursuant to the instrument of assignment dated _____, make payment of this invoice to (name and address of assignee).”

G.7 THE QUICK PAYMENT CLAUSE

G.7.1 INTEREST PENALTIES TO PROVIDERS

G.7.1.1 The District will pay interest penalties on amounts due to the Provider under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.7.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.7.2 PAYMENTS TO SUBCONTRACTORS

G.7.2.1 The Provider must take one of the following actions within seven days of receipt of any amount paid to the Provider by the District for work performed by any subcontractor under this HCA:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the HCA; or
- b) Notify the District and the subcontractor, in writing, of the Provider’s intention to withhold all or part of the subcontractor’s payment and state the reason for the nonpayment.

G.7.2.2 The Provider must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.7.2.3 Any amount of an interest penalty which remains unpaid by the Provider at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.7.2.4 A dispute between the Provider and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.7.3 SUBCONTRACT REQUIREMENTS

G.7.3.1 The Provider shall include in each subcontract under this HCA a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.8 CONTRACTING OFFICER (CO)

HCA's and delivery orders, purchase orders, or task orders pursuant to the HCA's will be entered into and signed on behalf of the District only by contracting officers. The contact information for the CO is:

Elona Evans-McNeill
Contracting Officer
Government of the District of Columbia
Office of Contracting and Procurement
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G.9 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.9.1 The CO is the only person authorized to approve changes in any of the requirements of this HCA.

G.9.2 The Provider shall not comply with any order, directive or request that changes or modifies the requirements of this HCA, unless issued in writing and signed by the CO.

G.9.3 In the event the Provider effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the HCA to cover any cost increase incurred as a result thereof.

G.10 CONTRACT ADMINISTRATOR (CA)

G.10.1 The CA is responsible for general administration of the HCA and advising the CO as to the Provider's compliance or noncompliance with the HCA. The CA has the

responsibility of ensuring the work conforms to the requirements of the HCA and such other responsibilities and authorities as may be specified in the HCA. These include:

- G.10.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the HCA;
- G.10.1.2** Coordinating site entry for Provider personnel, if applicable;
- G.10.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Provider's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.10.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- G.10.1.5** Maintaining a file that includes all HCA correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.10.2** The address and telephone number of the CA is:

Name: David Ross

Title: Contract Administrator

Agency: Department of Human Services, Income Maintenance Administration

Address: 33 N Street, N.E., Washington DC 20002

Phone: (202) 535-1386

Fax: (202) 727-8440

david.ross@dc.gov

- G.10.3** The CA shall NOT have the authority to:
 - 1. Award, agree to, or sign any HCA, delivery order, purchase order, or task order. Only the CO shall make contractual agreements, commitments or modifications;
 - 2. Grant deviations from or waive any of the terms and conditions of the HCA;
 - 3. Increase the dollar limit of the HCA or authorize work beyond the dollar limit of the HCA;
 - 4. Authorize the expenditure of funds by the Provider;
 - 5. Change the period of performance; or
 - 6. Authorize the use of District property, except as specified under the HCA.
- G.10.4** The Provider will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

*****END OF SECTION G*****

SECTION H: SPECIAL HUMAN CARE AGREEMENT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1 For all new employment resulting from this HCA or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Provider shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.1.1.1 At least 51% of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.1.2 The Provider shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this HCA. DOES shall be the Provider's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Provider shall be bound by the Wage Determination No. 2005-2104, Revision No. 12, dated 06/15/2010, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as [Attachment J.2](#). 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.3 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.4 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 releasability 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.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.5.1 The Provider shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* (“First Source Act”).

H.5.2 The Provider shall enter into and maintain, during the term of the HCA, a First Source Employment Agreement, ([Attachment J.4](#)) 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.5.3 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.5.4 If the HCA amount is equal to or greater than \$100,000, the Provider agrees that 51% of the new employees hired for the HCA shall be District residents.

H.5.5 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.5.4 of this clause; or
- (2) Submit a request to the CO for a waiver of compliance with section H.5.4 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.5.6.

H.5.6 The CO may waive the provisions of [Section H.5.4](#) 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 certifies 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.5.7 Upon receipt of the Provider's final payment request and related documentation pursuant to [Sections H.5.5](#) and [H.5.6](#), the CO shall determine whether the Provider is in compliance with [Section H.5.4](#) or whether a waiver of compliance pursuant to [Section H.5.6](#) 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.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to [Section H.5.5](#), 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.5.8](#).

H.5.9 The provisions of [Sections H.5.4](#) through [H.5.8](#) do not apply to nonprofit organizations.

H.6 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.7 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.8 WAY TO WORK AMENDMENT ACT OF 2006

- H.8.1** Except as described in H.8.8 below, the Provider shall comply with Title I of the Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for HCAs for services in the amount of \$100,000 or more in a 12-month period.
- H.8.2** 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.8.3** 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.8.4** 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.8.5** 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.8.6** 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.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established 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 eminent 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 of 2006;
 - (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 of 2006;
 - (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;

- (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 mentally retarded persons 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); 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.

H.8.9 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.

H.9 DISTRICT RESPONSIBILITIES

The District shall be responsible for the following:

H.9.1 Determining customers' eligibility for TANF.

H.9.2 Assessing TANF eligible customers' readiness to engage in work and their barriers to employment.

H.9.3 Matching customers to the Provider based on the results of the customer's assessment and the Provider's service offering.

H.9.4 Providing the appropriate number of referrals to the Provider to ensure that Provider's not-employed PIT is maintained within 10% of the Provider's not-employed PIT as specified in the delivery order, purchase order, or task order issued to the Provider.

H.9.5 Paying the Provider its base compensation based on the not-employed PIT as specified in the delivery order, purchase order, or task order issued to the Provider.

H.9.6 Paying the Provider its outcome-based compensation reflecting the outcomes achieved.

H.9.7 Reimbursing the Provider for allowable amounts the Provider paid the customers for incentives, travel expense stipends, and discrete work-expenses.

H.9.8 Training the Provider's personnel on program requirements, DHS policies, guidelines and processes.

H.9.9 Monitoring and evaluating the Provider's performance.

H.9.10 Modifying this HCA to comply with the federal law if the Federal Government should revise TANF program requirements.

H.9.11 Developing and providing the format of the IRP.

- H.9.12** Notifying the Provider whether it will receive a new delivery order, purchase order, or task order from the District pursuant to this HCA and the associated not-employed PIT at least 90 calendar days before the expiration of the Provider’s existing delivery order, purchase order, or task order.
- H.9.13** Issuing guidelines for the content of the Provider’s orientation.
- H.9.14** Issuing compliance guidelines, sanction policies and procedures so the Provider understands when a customer is non-compliant, when a sanction request should be made and the process that the Provider shall follow in making the sanction request.
- H.9.15** Issuing work participation guidelines that describe mechanisms that the Provider can use in order to help customers meet the District’s work participation requirements as described in [Section C.6.4](#).
- H.9.16** Issuing exemption policies and procedures so the Provider understands when a request should be made and the process that the Provider shall follow in making the exemption request.
- H.9.17** Administering the quarterly customer satisfaction survey as described in [Section C.5.9.3](#).
- H.9.18** Establishing benchmarks for the KPIs and defining additional performance metrics described in [Section E.1.5](#).
- H.9.19** Maintaining the confidentiality of the Provider’s employment partner information entered in CATCH as described in [Section C.5.9.7](#).

H.10 HIPAA PRIVACY COMPLIANCE

The District of Columbia Department of Human Services (DHS) is a “Covered Entity” as that term is defined in the Privacy Rule and Provider, as a recipient of Protected Health Information from DHS, is a “Business Associate” as that term is defined in the Privacy Rule.

1. Definitions

- a. *Business Associate* means a person or entity, who performs, or assists in the performance of a function or activity on behalf of a covered entity or an organized health care organization in which the covered entity participates, involving the use or disclosure of individually identifiable health information, other than in the capacity of a workforce member of such covered entity or organization. A business associate is also any person or organization that provides, other than in the capacity of a workforce member of such covered entity, legal, actuarial, accounting, consulting, data aggregation, management, administration, accreditation, or financial services to or for the covered entity and receives individually identifiable health information from a covered entity or another business associate on behalf of a covered entity. In some instances, a covered entity may be a business associate of another covered entity.

- b. *Covered Entity* means a health plan, a health care clearinghouse, or a health care provider who transmits any health information in electronic form in connection with a transaction covered by 45 C.F.R. Parts 160 and 164 of the Privacy Rule. With respect to this HIPAA Compliance Clause, *Covered Entity* shall also include the designated health care components of a hybrid entity.
- c. *Data Aggregation* means, with respect to Protected Health Information created or received by a business associate in its capacity as the business associate of a covered entity, the combining of such Protected Health Information by the business associate with the Protected Health Information received by the business associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- d. *Designated Record Set* means a group of records maintained by or for the Covered Entity that is:
 - i. The medical records and billing records about individuals maintained by or for a covered health care provider;
 - ii. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - iii. Used, in whole or in part, by or for the Covered Entity to make decisions about individuals.
- e. *Health Care* means care services, or services, or supplies related to the health of an individual. Health care includes, but is not limited to, the following:
 - i. Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status, of an individual or that affects the structure or function of the body; and
 - ii. Sale or dispensing of a drug, device, equipment, or other item in accordance with the prescription.
- f. *Health Care Components* means a component or a combination of components of a hybrid entity designated by a hybrid entity in accordance with 45 C.F.R. § 164.105(a)(2)(iii)(C). *Health Care Components* must include non-covered functions that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations.
- g. *Health Care Operations* shall have the same meaning as the term “health care operations” in 45 C.F.R. § 164.501.
- h. *Hybrid Entity* means a single legal entity that is a covered entity and whose business activities include both covered and non-covered

functions, and that designates health care components in accordance with 45 C.F.R. § 164.105(a)(2)(iii)(C). A *Hybrid Entity* is required to designate as a health care component, any other components of the entity that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations.

- i. *Record* shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for the Covered Entity.
- j. *Individual* shall have the same meaning as the term "individual" in 45 C.F.R. § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- k. *Individually Identifiable Health Information* is information that is a subset of health information, including demographic information collected from an individual, and;
 - i. Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
 - ii. Relates to the past, present, or future physical or mental health or condition of an individual; or the past, present, or future payment for the provision of health care to an individual; and
 - iii. That identifies the individual; or
 - iv. With respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- l. *Privacy Official*. The person designated by the District of Columbia, a *Hybrid Entity*, who is responsible for developing, maintaining, implementing and enforcing the District-wide Privacy Policies and Procedures, and for overseeing full compliance with this Manual, the Privacy Rules, and other applicable federal and state privacy law.
- m. *Privacy Officer*. The person designated by the Privacy Official or one of the District of Columbia's designated health care components, who is responsible for enforcing the provisions of this Manual as well as overseeing full compliance with the Covered Agency's Privacy Policies and Procedures, the Privacy Rules, and other applicable federal and state privacy law(s). The Covered Agency's privacy officer will follow the guidance of the District's Privacy Official, and shall be responsive to and report to the District's Privacy Official.
- n. *Privacy Rule*. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- o. *Protected Health Information*. "Protected Health Information" means individually identifiable health information that is:

- i. Transmitted by electronic media;
 - ii. Maintained in electronic media; or
 - iii. Transmitted or maintained in any other form or medium;
 - iv. Limited to the information created or received by the Business Associate from or on behalf of the Covered Entity; and
 - v. Excluding information in the records listed in subsection (2) of the definition in 45 C.F.R. §160.103.
- p. *Required By Law.* "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- q. *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- r. *Workforce.* "Workforce" shall mean employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a covered entity or business associate, is under the direct control of such entity, whether or not they are paid by the covered entity or business associate.

2. Obligations and Activities of Business Associate

- a. The Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by this HIPAA Compliance Clause or as Required By Law.
- b. The Business Associate agrees to use commercially reasonable efforts and appropriate safeguards to maintain the security of the Protected Health Information and to prevent use or disclosure of such Protected Health Information other than as provided for by this Clause.
- c. The Business Associate agrees to establish procedures for mitigating, and to mitigate to the extent practicable, any deleterious effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Clause.
- d. The Business Associate agrees to report to Covered Entity, in writing, any use or disclosure of the Protected Health Information not permitted or required by this HIPAA Compliance Clause to the District Privacy Official or agency Privacy Officer within ten (10) days from the time the Business Associate becomes aware of such unauthorized use or disclosure.
- e. The Business Associate agrees to ensure that any workforce member or any agent, including a subcontractor, agrees to the same restrictions and conditions that apply through this Clause with respect to Protected Health Information received from the Business Associate, Protected Health Information created by the Business Associate, or Protected

Health Information received by the Business Associate on behalf of the Covered Entity.

- f. The Business Associate agrees to provide access, at the request of the Covered Entity or an Individual, **at a mutually agreed upon location, during normal business hours, and in a format** as directed by the District Privacy Official or agency Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District of Columbia laws, rules and regulations, to Protected Health Information in a Designated Record Set, to the Covered Entity or an Individual, to facilitate the District's compliance with the requirements under 45 C.F.R. §164.524.
- g. The Business Associate agrees to make any amendment(s) to the Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 **in a format** as directed by the District Privacy Official or agency Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District of Columbia laws, to facilitate the District's compliance with the requirements under 45 C.F.R. §164.526.
- h. The Business Associate agrees to use the standard practices of the Covered Entity to verify the identification and authority of an Individual who requests the Protected Health Information in a Designated Record Set of a recipient of services from or through the Covered Entity.
- i. The Business Associate agrees to record authorizations and log such disclosures of Protected Health Information and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and applicable District of Columbia laws, rules and regulations.
- j. The Business Associate agrees to provide to the Covered Entity or an Individual, within five (5) business days of a request **at a mutually agreed upon location, during normal business hours, and in a format designated** by the District Privacy Official or agency Privacy Officer and the duly authorized Business Associate workforce member, information collected in accordance with Paragraph (i) of this Section above, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and applicable District of Columbia laws, rules and regulations.
- k. The Business Associate agrees to make internal practices, books, and records, including policies and procedures, and Protected Health Information, relating to the use and disclosure of Protected Health Information received from the Business Associate, or created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity, or to the Secretary, within five (5) business days of their request and **at a mutually agreed upon location, during normal business hours, and in a format designated** by the

District Privacy Official or agency Privacy Officer and the duly authorized Business Associate workforce member, or in a time and manner designated by the Secretary, for purposes of the Secretary in determining compliance of the Covered Entity with the Privacy Rule.

- l. The Business Associate may aggregate Protected Health Information in its possession with the Protected Health Information of other Covered Entities that Business Associate has in its possession through its capacity as a Business Associate to said other Covered Entities provided that the purpose of such aggregation is to provide the Covered Entity with data analyses to the Health Care Operations of the Covered Entity. Under no circumstances may the Business Associate disclose Protected Health Information of one Covered Entity to another Covered Entity absent the explicit written authorization and consent of the Privacy Officer or a duly authorized workforce member of the Covered Entity.
- m. Business Associate may de-identify any and all Protected Health Information provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b). Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute Protected Health Information and is not subject to the terms of this HIPAA Compliance Clause.

3. Permitted Uses and Disclosures by the Business Associate

- a. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the HCA, provided that such use or disclosure would not violate the Privacy Rule if same activity were performed by the Covered Entity or would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that the disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used, or further disclosed, only as Required By Law, or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it has knowledge that the confidentiality of the information has been breached.
- d. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information to provide

Data Aggregation services to the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

- e. Business Associate may use Protected Health Information to report violations of the Law to the appropriate federal and District of Columbia authorities, consistent with 45 C.F.R. § 164.502(j)(1).

4. Additional Obligations of the Business Associate

- a. Business Associate shall submit a written report to the Covered Entity that identifies the files and reports that constitute the Designated Record Set of the Covered Entity. Business Associate shall submit said written report to the Privacy Officer no later than thirty (30) days after the commencement of the HIPAA Compliance Clause. In the event that Business Associate utilizes new files or reports which constitute the Designated Record Set, Business Associate shall notify the Covered Entity of said event within thirty (30) days of the commencement of the file's or report's usage. The Designated Record Set file shall include, but not be limited to the identity of the following:
 - i. Name of the Business Associate of the Covered Entity;
 - ii. Title of the Report/File;
 - iii. Confirmation that the Report/File contains Protected Health Information (Yes or No);
 - iv. Description of the basic content of the Report/File;
 - v. Format of the Report/File (Electronic or Paper);
 - vi. Physical location of Report/File;
 - vii. Name and telephone number of current member(s) of the workforce of the Covered Entity or other District of Columbia Government agency responsible for receiving and processing requests for Protected Health Information; and
 - viii. Supporting documents if the recipient/personal representative has access to the Report/File.

5. Sanctions

Business Associate agrees that its workforce members, agents and subcontractors who violate the provisions of the Privacy Rules or other applicable federal or state privacy law will be subject to discipline in accordance with Business Associate's District Personnel Manual and applicable collective bargaining agreements. Business Associate agrees to impose sanctions consistent with Business Associate's personnel policies and procedures and applicable collective bargaining agreements with respect to persons employed by it. Members of the Business Associate Workforce who are not employed by Business Associate are subject to the policies and applicable sanctions for violation of this Manual as set forth in business associate agreements. In the event Business Associate imposes sanctions against any member of its workforce, agents and subcontractors for violation of the provisions of the Privacy Rules or other applicable federal or

state privacy laws, the Business Associate shall inform the District Privacy Official or the agency Privacy Officer of the imposition of sanctions.

6. Obligations of the Covered Entity

- a. The Covered Entity shall notify the Business Associate of any limitation(s) in its Notice of Privacy Practices of the Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect the use or disclosure of Protected Health Information by the Business Associate.
- b. *The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to the use or disclosure of Protected Health Information, to the extent that such changes may affect the use or disclosure of Protected Health Information by the Business Associate.*
- c. *The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect the use or disclosure of Protected Health Information by the Business Associate.*

7. Permissible Requests by Covered Entity

Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

8. Representations and Warranties.

The Business Associate represents and warrants to the Covered Entity:

- a. *That it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this HIPAA Compliance Clause and it, its employees, agents, subcontractors, representatives and members of its workforce are licensed and in good standing with the applicable agency, board, or governing body to perform its obligations hereunder, and that the performance by it of its obligations under this HIPAA Compliance Clause has been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws;*
- b. *That it, its employees, agents, subcontractors, representatives and members of its workforce are in good standing with the District of Columbia, that it, its employees, agents, subcontractors, representatives and members of its workforce will submit a letter of good standing from the District of Columbia, and that it, its employees, agents, subcontractors, representatives and members of its workforce have not*

been de-barred from being employed as a contractor by the federal government or District of Columbia;

- c. ***That neither the execution of this HIPAA Compliance Clause, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance hereunder. The Business Associate represents and warrants to the Covered Entity that it will not enter into any agreement the execution or performance of which would violate or interfere with this HIPAA Compliance Clause;***
- d. ***That it is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary petition, and is not aware of any claim for the filing of an involuntary petition;***
- e. ***That all of its employees, agents, subcontractors, representatives and members of its workforce, whose services may be used to fulfill obligations under this HIPAA Compliance Clause are or shall be appropriately informed of the terms of this HIPAA Compliance Clause and are under legal obligation to the Business Associate, by contract or otherwise, sufficient to enable the Business Associate to fully comply with all provisions of this HIPAA Compliance Clause; provided that modifications or limitations that the Covered Entity has agreed to adhere to with regard to the use and disclosure of Protected Health Information of any individual that materially affects or limits the uses and disclosures that are otherwise permitted under the Privacy Rule will be communicated to the Business Associate, in writing, and in a timely fashion;***
- f. ***That it will reasonably cooperate with the Covered Entity in the performance of the mutual obligations under this Agreement;***
- g. That neither the Business Associate, nor its shareholders, members, directors, officers, agents, subcontractors, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or District healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or District law (including without limitation following a plea of *nolo contendere* or participation in a first offender deferred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or District healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial

misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, District or local government agency, (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. The Business Associate further agrees to notify the Covered Entity immediately after the Business Associate becomes aware that any of the foregoing representations and warranties may be inaccurate or may become incorrect.

9. Term and Termination

- a. *Term.* The requirements of this HIPAA Compliance Clause shall be effective as of the date of the HCA award, and shall terminate when all of the Protected Health Information provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is confidentially destroyed or returned to the Covered Entity within five (5) business days of its request, with the Protected Health Information returned in a format mutually agreed upon by and between the Privacy Official and/or Privacy Officer or his or her designee and the appropriate and duly authorized workforce member of the Business Associate; or, if it is infeasible to return or confidentially destroy the Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section and communicated to the Privacy Official or Privacy Officer or his or her designee.
- b. *Termination for Cause.* Upon the Covered Entity's knowledge of a material breach of this HIPAA Compliance Clause by the Business Associate, the Covered Entity shall either:
 - i. Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the HCA and delivery orders, purchase orders, or task orders pursuant to the HCA if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity;
 - ii. Immediately terminate the HCA and delivery orders, purchase orders, or task orders pursuant to the HCA if the Business Associate breaches a material term of this HIPAA Compliance Clause and a cure is not possible; or
 - iii. If neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary.
- c. *Effect of Termination.*
 - i. Except as provided in paragraph (ii) of this section, upon termination of the HCA and delivery orders, purchase orders, or task orders pursuant to the HCA, for any reason,

the Business Associate shall return in a **mutually agreed upon format or confidentially destroy** all Protected Health Information received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity within five (5) business days of termination. This provision shall apply to Protected Health Information that is in the possession of ALL subcontractors, agents or workforce members of the Business Associate. The Business Associate shall retain no copies of Protected Health Information in any media form.

- ii. In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make the return or confidential destruction infeasible. Upon determination by the agency Privacy Officer that the return or confidential destruction of the Protected Health Information is infeasible, the Business Associate shall extend the protections of this HIPAA Compliance Clause to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or confidential destruction infeasible, for so long as the Business Associate maintains such Protected Health Information. The obligations outlined in Section 2. Obligations and Activities of Business Associate will remain in force to the extent applicable.

10. Miscellaneous

- a. *Regulatory References.* A reference in this HIPAA Compliance Clause to a section in the Privacy Rule means the section as in effect or as amended.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this HIPAA Compliance Clause from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and HIPAA. Except for provisions required by law as defined herein, no provision hereof shall be deemed waived unless in writing and signed by duly authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this HIPAA Compliance Clause.
- c. *Survival.* The respective rights and obligations of the Business Associate under Section 9. Term and Termination of this HIPAA Compliance Clause and Sections 8 and 16 of the Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts, effective November 2004, shall survive termination of the HCA.

- d. *Interpretation.* Any ambiguity in this HIPAA Compliance Clause shall be resolved to permit the Covered Entity to comply with applicable federal and District of Columbia laws, rules and regulations, and the Privacy Rule, and any requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable federal and District of Columbia laws, rules and regulations shall supersede the Privacy Rule if, and to the extent that they impose additional requirements, have requirements that are more stringent than or provide greater protection of patient privacy or the security or safeguarding of Protected Health Information than those of HIPAA and its Privacy Rule.

The terms of this HIPAA Compliance Clause amend and supplement the terms of the HCA, and whenever possible, all terms and conditions in this HIPAA Compliance Clause are to be harmonized. In the event of a conflict between the terms of the HIPAA Compliance Clause and the terms of the HCA, the terms of this HIPAA Compliance Clause shall control; provided, however, that this HIPAA Compliance Clause shall not supersede any other federal or District of Columbia law or regulation governing the legal relationship of the Parties, or the confidentiality of records or information, except to the extent that the Privacy Rule preempts those laws or regulations. In the event of any conflict between the provisions of the HCA (as amended by this HIPAA Compliance Clause) and the Privacy Rule, the Privacy Rule shall control.

- e. *No Third-Party Beneficiaries.* The Covered Entity and the Business Associate are the only parties to this HIPAA Compliance Clause and are the only parties entitled to enforce its terms. Except for the rights of Individuals, as defined herein, to access to and amendment of their Protected Health Information, and to an accounting of the uses and disclosures thereof, in accordance with Paragraphs (2)(f), (g) and (j), nothing in the HIPAA Compliance Clause gives, is intended to give, or shall be construed to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this HIPAA Compliance Clause.
- f. *Compliance with Applicable Law.* The Business Associate shall comply with all federal, District of Columbia laws, regulations, executive orders and ordinances, as they may be amended from time to time during the term of this HIPAA Compliance Clause and the HCA, to the extent they are applicable to this HIPAA Compliance Clause and the HCA.
- g. *Governing Law and Forum Selection.* This HCA shall be construed broadly to implement and comply with the requirements relating to the Privacy Rule, and other applicable laws and regulations. All other aspects of this HCA shall be governed under the laws of the District of Columbia. The Covered Entity and the Business Associate agree that all disputes which cannot be amicably resolved by the Covered Entity and the Business Associate regarding this HIPAA Compliance Clause shall

be litigated by and before the District of Columbia Contract Appeals Board, the District of Columbia Court of Appeals, or the United States District Court for the District of Columbia having jurisdiction, as the case may be. The Covered Entity and the Business Associate expressly waive any and all rights to initiate litigation, arbitration, mediation, negotiations and/or similar proceedings outside the physical boundaries of the District of Columbia and expressly consent to the jurisdiction of the above tribunals.

- h. *Indemnification.* The Business Associate shall indemnify, hold harmless and defend the Covered Entity from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with (a) any misrepresentation, breach of warranty or non-fulfillment of any undertaking of the Business Associate under this HIPAA Compliance Clause; and (b) any claims, demands, awards, judgments, actions and proceedings made by any person or organization, arising out of or in any way connected with the performance of the Business Associate under this HIPAA Compliance Clause.
- i. *Injunctive Relief.* Notwithstanding any rights or remedies under this HIPAA Compliance Clause or provided by law, the Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of Protected Health Information by the Business Associate, its workforce, any of its subcontractors, agents, or any third party who has received Protected Health Information from the Business Associate.
- j. *Assistance in litigation or administrative proceedings.* The Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or its workforce assisting the Business Associate in the fulfillment of its obligations under this HIPAA Compliance Clause and the HCA, available to the Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its directors, officers or employees based upon claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy, except where the Business Associate or its agents, affiliates, subsidiaries, subcontractors or its workforce are a named adverse party.
- k. *Notices.* Any notices between the Parties or notices to be given under this HIPAA Compliance Clause shall be given in writing and delivered by personal courier delivery or overnight courier delivery, or by certified mail with return receipt requested, to the Business Associate or to the Covered Entity, to the addresses given for each Party below or to the address either Party hereafter gives to the other Party. Any notice, being addressed and mailed in the foregoing manner, shall be deemed given five (5) business days after mailing. Any notice delivered by personal courier delivery or overnight courier delivery shall be deemed given upon notice upon receipt.

If to the Business Associate, to

Attention: _____

Fax: _____

If to the Covered Entity, to

Department of Human Services/IMA

IMA Privacy Liaison

645 H Street NE, 5th floor

Washington DC 20002

Attention: Denise Nedab

Fax: 202-724-8965

- l. *Headings.* Headings are for convenience only and form no part of this HIPAA Compliance Clause and shall not affect its interpretation.
- m. *Counterparts; Facsimiles.* This HIPAA Compliance Clause may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.
- n. *Successors and Assigns.* The provisions of this HIPAA Compliance Clause shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns, if any.
- o. *Severance.* In the event that any provision of this HIPAA Compliance Clause is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this HIPAA Compliance Clause will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this HIPAA Compliance Clause fails to comply with the then-current requirements of the Privacy Rule, such party shall notify the other Party in writing, in the manner set forth in Section 10. Miscellaneous, Paragraph k. Notices. Within ten (10) business days from receipt of notice, the Parties shall address in good faith such concern and amend the terms of this HIPAA Compliance Clause, if necessary to bring it into compliance. If, after thirty (30) days, the HIPAA Compliance Clause fails to comply with the Privacy Rule, then either Party has the right to terminate this HIPAA Compliance Clause upon written notice to the other Party.
- p. *Independent Contractor.* The Business Associate will function as an independent contractor and shall not be considered an employee of the Covered Entity for any purpose. Nothing in this HIPAA Compliance Clause shall be interpreted as authorizing the Business Associate workforce, its subcontractor(s) or its agent(s) or employee(s) to act as an agent or representative for or on behalf of the Covered Entity.
- q. *Entire Agreement.* This HIPAA Compliance Clause, as may be amended from time to time pursuant to Section 10. Miscellaneous, Paragraph b. Amendment, which incorporates by reference the HCA, and specific procedures from the District of Columbia Department of Health Privacy Policy Operations Manual, constitutes the entire agreement and understanding between the Parties and supersedes all prior oral and written agreements and understandings between them with respect to

applicable District of Columbia and federal laws, rules and regulations, HIPAA and the Privacy Rule, and any rules, regulations, requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary.

*****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 customer information confidential and shall not use or disclose any customer information for any purpose not directly connected with fulfillment of the Provider’s responsibilities under this HCA except by prior written permission of DHS 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 contract 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. Examples 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 contract 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.6.6](#) 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 Human Care Agreement 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 contract 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.6.6](#) 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 CO 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.6](#), 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.6.5](#), the Provider shall furnish to the District, a copy of the source code with such rights of the scope specified in [Section I.6.5](#). For all computer software furnished to the District with the restricted rights specified in [Section I.6.6](#), 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.6.6, I.6.7, I.6.8, I.6.11](#) and [I.6.12](#) 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 CO. 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 HCA, 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 HCA. 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(s) shall provide evidence satisfactory to the CO 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. Deductible shall not exceed \$5,000 per occurrence. 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. The Provider(s) shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this HCA.
 2. Automobile Liability Insurance. The Provider(s) 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, with deductibles not to exceed \$5,000.
 3. Professional Liability Insurance. The Provider(s) shall ensure that professional staff members who are independent Providers maintain professional liability insurance of not less than \$1,000,000 per occurrence.
 4. Workers' Compensation Insurance. The Provider(s) 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.
 5. Employer's Liability Insurance. The Provider(s) 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.
 6. All Risk Commercial Property. The Provider shall maintain coverage for full replacement cost the Provider(s)' facility, time valued insurance for 100% of loss of income with deductibles not to exceed \$5,000
 7. Umbrella Liability. The Provider shall maintain coverage with limits no less than \$10,000,000 subject to a general aggregate of \$10,000,000 per policy year, and self-insured retention of no more than ten thousand dollars (\$10,000), covering not less than the same liabilities and coverage for Commercial General Liability, Automobile Liability, Professional Liability, Employer's Liability in excess of the limits specified in the policies.
- 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 PROVIDER’S LIABILITY UNDER THIS HCA.

- 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 CO 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 CO.
- G. **CERTIFICATES OF INSURANCE.** The Provider shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Jeffrey Tisdale
 Contract Specialist
 Government of the District of Columbia
 Office of Contracting and Procurement
 441 4th Street, N.W. Suite 700S
 Washington, D.C. 20001
 Phone: (202) 724-4946
Jeffrey.tisdale@dc.gov

- H. **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 HCA.

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 are incorporated herein as [Attachment J.3](#). An award cannot be made to any ISP who has not satisfied the equal employment requirements.

I.11 ORDER OF PRECEDENCE

The HCA awarded as a result of this RFQ will contain the following clause:

ORDER OF PRECEDENCE

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 HCA by reference and made a part of the HCA in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) HCA document
- (3) Standard Contract Provisions
- (4) HCA attachments other than the Standard Contract Provisions
- (5) RFQ, as amended
- (6) 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 by reference.

Table J: Attachments

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on “RFQ Attachments”
J.2	U.S. Department of Labor Wage Determination Wage Determination No. 2005-2104, Revision No. 12, dated 06/15/2010
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor’s Order 85-85 available at www.ocp.dc.gov click on “RFQ Attachments”
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on “RFQ Attachments”
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit available at www.ocp.dc.gov click on “RFQ Attachments”
J.8	Past Performance Evaluation Form
J.9	DC Language Access Act of 2004

*****END OF SECTION J*****

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF ISPs

K.1 AUTHORIZED NEGOTIATORS

The ISP 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 ISP, 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 ISP 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 ISP 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.

ISP _____ Date _____

Name _____ Title _____

Signature _____

ISP _____ has _____ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. ISP _____ has _____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub-ISPs. (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 ISP 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
_____	COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each ISP 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 ISP 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 ISP 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 ISP, directly or indirectly, to any other ISP or competitor before HCA opening unless otherwise required by law; and
 - 3) No attempt has been made or will be made by the ISP to induce any other concern to submit or not to submit an SOQ for the purpose of restricting competition.
- (b) Each signature of the ISP is considered to be a certification by the signatory that the signatory:

- 1) Is the person in the ISP'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 ISP'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 ISP deletes or modifies subparagraph (a)(2) above, the ISP must furnish with its SOQ a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each ISP must submit with its SOQ, a sworn Tax Certification Affidavit, incorporated herein as [Attachment J.7](#).

K.8 CERTIFICATION OF ELIGIBILITY

The ISP's signature shall be considered a certification by the signatory that the ISP 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 ISP'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 ISP. Providing false information may result in criminal prosecution or administrative sanctions.

*****END OF SECTION K*****

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO ISPS

L.1 AWARD OF HUMAN CARE AGREEMENT

- L.1.1** The District intends to award multiple human care agreements under this RFQ to qualified ISPs 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 ISP’s *qualifications* to provide **Job Placement Services** to the District.
- L.1.3** In evaluating whether the ISP is qualified to provide **Job Placement Services**, the District will consider the ISP’s accomplishments, experience, references, resources, skills, expertise, know-how, competencies, methodologies, approaches, and plans as they relate to the provision of **Job Placement Services**.
- L.1.4** Determination of whether the ISP is qualified or not qualified to provide **Job Placement Services** to the District shall be based on the District’s review of the ISP’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 SOQ

- L.2.1** The ISP 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 DCPO-2011-H-0078".
- L.2.3** To facilitate the District’s review of the ISP’s SOQ, the ISP 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 ISP shall respond in narrative form, to the information requested for each QF, in a way that will enable the District to evaluate whether the ISP is qualified for each QF. Specifically, the ISP 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 ISP’s SOQ is encouraged to the extent that the ISP deems that the illustrations help in substantiating the ISP’s qualifications.
- L.2.5** Each ISP’s SOQ shall contain a Table of Contents to identify the location of the ISP’s response to each QF as well as any attachments, exhibits or other supporting documentation included by the ISP.

L.2.6 The District shall deem those ISPs 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 ISP's command of the **Job Placement Services** being sought by the District.

L.2.7 STATEMENT OF QUALIFICATIONS – REQUESTED INFORMATION

L.2.7.1 QF #1 - Program Design

L.2.7.1.1 The ISP has creative discretion in how it designs its program and delivers **Job Placement Services** provided it meets the requirements set out in [Section C.5](#). The ISP shall provide a detailed description of the design of its program.

L.2.7.1.2 With reference to the program design in [Section L.2.7.1.1](#), the ISP shall provide responses to the following:

- a) What aspects of the design make the program particularly appropriate for the District's TANF customers?
- b) How does the program design foster congruence among the individual service components set out in [Sections L.2.7.2](#) through [L.2.7.7](#) and create a unified service offering and a seamless experience for the customer?
- c) How does the program design enable swift and efficient customer movement and progression through every phase from outreach and engagement to employment preparation to unsubsidized employment?
- d) While there is recognition that some customers will simply not engage no matter how the program is designed, the District's expectation is that the ISP's program will be successful at encouraging participation of the most challenging customers. The ISP must explain how its program is built to cater to the demanding needs of hard-to-engage and hard-to-serve customers.
- e) How does the ISP's program cater to the needs of disabled customers, customers with limited English proficiency, and customers with no English proficiency?

L.2.7.2 QF #2 - Outreach and Engagement

L.2.7.2.1 The ISP must provide an outreach and engagement plan that describes its approach to recruiting customers who have been referred for services as described in [Section C.5.5.1](#). The outreach and engagement plan should not be limited to traditional methods of attracting customers, such as letters and phone calls, but shall also include home visits or a series of home visits to customers who have either begun or not begun to participate in the program or have started but subsequently stopped. The plan shall specify the steps that the ISP shall take when customers do not respond to overtures from the ISP, when customers attend services initially but later become inactive, and when customers participate sporadically. The plan shall also indicate which staff person(s) shall be responsible for specific activities in support of outreach and engagement and the timing of these activities.

- L.2.7.2.2** The ISP must describe the creative strategies it will use to encourage customers to participate and remain active in the program and must explain why these strategies are particularly suitable for the District’s TANF customers.
- L.2.7.3** QF #3 - Program Orientation
- L.2.7.3.1** The ISP shall describe its approach to conducting orientations for TANF customers to ensure that they clearly understand TEP and its requirements as described in [Section C.5](#). In describing its approach, the ISP shall state the frequency and timing of the orientation taking into account that customer referrals can be sporadic based on available capacity and prompt customer engagement is critical. The ISP shall also indicate which staff person(s) shall be responsible for conducting the orientation.
- L.2.7.3.2** The ISP shall explain the methods and modes of delivery it shall use to make the orientation impactful and inspire customers to participate. The ISP shall explain why the selected methods and modes of delivery are particularly effective for the TANF audience.
- L.2.7.3.3** The ISP shall provide a content outline of its orientation that includes all topics listed in [Section C.5.5.2](#). The ISP shall state what aspects of its services, processes and operations must be conveyed to the customer during the orientation and why.
- L.2.7.4** QF #4 - Wraparound Case Management
- L.2.7.4.1** The ISP shall describe its case management philosophy and provide a detailed description of its methodology to delivering wraparound case management services described in [Section C.5.5.3](#).
- L.2.7.4.2** The ISP shall explain the key differentiators of its approach to wraparound case management, why they are best practices, and why they are particularly appropriate for non-exempt adult TANF customers.
- L.2.7.4.3** The ISP shall describe the tactics it intends to employ to ensure customers remain active in one or more work activities, meet their work participation requirement, and retain employment.
- L.2.7.4.4** Timely capture of customers’ work participation hours can be challenging especially for those customers engaged in activities that are not directly supervised by the ISP. The ISP shall describe the case management steps it shall take in order ensure that customers report their work activities on a timely basis.
- L.2.7.4.5** Employment retention is critical to maximizing customers’ long-term success and advancement in the workforce. The ISP shall describe the employment retention mechanisms that it intends to use in order to ensure that the customer maintains employment.
- L.2.7.5** QF #5 - Employment Preparation
- L.2.7.5.1** The ISP shall provide its employment preparation curriculum outlining the topics that the ISP shall cover in order to teach customers employment soft skills, equip them with employment tools, coach them on how to undertake career exploration, and educate them

about employer expectations. The ISP shall describe how it will sequence the topics into a logical, coherent, and self-reinforcing curriculum.

L.2.7.5.2 The ISP shall describe the mechanisms (e.g. classroom session, one-on-one meetings, peer-to-peer classes) it intends to use to deliver the various topics. The ISP shall explain why these delivery mechanisms are appropriate for preparing TANF customers for employment.

L.2.7.5.3 The ISP shall explain how it will address situations where customers have missed one or more topics due to absence.

L.2.7.6 QF #6 - Structured Job Search

L.2.7.6.1 The ISP shall describe the typical job search lifecycle for TANF customers and explain its approach to helping customers conduct well thought-out, methodical, and productive job searches. The ISP shall describe the level of involvement of its staff in assisting customers during the different phases of the job search lifecycle.

L.2.7.6.2 The ISP shall provide a step-by-step job search plan that it intends to use for TANF customers. The ISP shall describe the relative merits of its job search plan and why it is particularly suited for TANF customers.

L.2.7.6.3 Customers can become discouraged during the job search especially if the search is protracted and unproductive. The ISP shall describe the strategies it shall use to keep motivating customers and ensure they stay the course.

L.2.7.7 QF #7 - Job Development and Placement

L.2.7.7.1 The ISP shall outline its job development and placement strategy. Specifically, the ISP shall describe the methods it shall use to promote itself to prospective employers, the services it will offer to entice employers, and how it will develop and cultivate relationships with employers.

L.2.7.7.2 The ISP shall explain the process it shall establish in order to maximize the customer's chances of securing employment. Specifically, the ISP shall describe the level of attention, guidance and care the customer shall receive from the ISP once the customer has been called-in by an employer. The ISP shall indicate which staff person(s) shall be responsible for this activity.

L.2.7.7.3 The ISP shall describe the creative strategies it shall use to place customers in high wage job opportunities.

L.2.7.7.4 The ISP shall list up to five organizations that have employed the ISP's customers. In listing these organizations, an ISP that is a newly formed entity may use the experience of its Project Director and/or Program manager or other applicable subcontracting experience. For each organization, the ISP shall specify:

- (a) Name of the employer
- (b) Nature of the ISP's relationship with the employer (i.e. direct, based on experience of Project Director and/or Program manager, applicable subcontracting experience)
- (c) Employment positions
- (d) Location(s) of employment

- (e) Number of customers that the ISP has placed in employment with the employer over the last 12 months
- (f) Metric(s) used by the ISP to measure the success of the ISP's placements in employment
- (g) Quantifiable outcomes

L.2.7.8 QF #8 - Organizational Capacity

- L.2.7.8.1** The ISP shall provide an overview of its organization: mission, principal programs, organizational structure, key operations and departments, brief history, annual budget, number of staff (both full-time and part-time), ownership structure (where applicable), brief biographies of members of its senior management team, board of directors and business owners.
- L.2.7.8.2** The ISP shall check (☑) the one box in the table below that indicates the number of not-employed customers the ISP has capacity to serve upon issuance of an initial delivery order, purchase order, or task order.

Table L.2.7.8.2

Check (☑) One Box	Number of not-employed customers					
	150	300	450	600	750	900
Number of not-employed customers that the ISP has capacity to serve upon issuance of an initial delivery order, purchase order, or task order pursuant to an HCA under this RFQ	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- L.2.7.8.3** The ISP shall provide a detailed and comprehensive description of the financial, infrastructure and personnel resources that the ISP already has at its disposal or can be readily accessed by the ISP in order to serve the number of not-employed customers stated in [Section L.2.7.8.2](#).
- L.2.7.8.4** If serving the number of not-employed customers set forth in [Section L.2.7.8.2](#) will require the ISP to secure additional resources that it currently does not have at its disposal, then the ISP shall describe its plan for securing the requisite additional resources. The ISP shall also describe previous situations where the ISP needed to undertake a similar ramp up of its operations and the outcomes of the prior ramp up undertakings.
- L.2.7.8.5** The ISP's responses to [Sections L.2.7.8.3](#) and [L.2.7.8.4](#) shall be verified by the District.
- L.2.7.8.6** The ISP shall describe its organizational competencies to perform other duties required under this HCA including payment of stipends and incentives to customers and case administration and maintenance.

L.2.7.9 QF #9 - Personnel and Staffing

- L.2.7.9.1** Assuming the ISP is awarded a delivery order, purchase order, or task order pursuant to an HCA under this RFQ to serve the number of not-employed customers specified in [Section L.2.7.8.2](#), the ISP shall provide a detailed staffing plan describing how each staff position (Program Director, Program Manager, Case Managers, Employment Specialists,

Job Developers), described in [Section C.5.7.2](#) shall be filled. The staffing plan shall indicate the percentage of time the individual will work on this project.

- L.2.7.9.2** The ISP shall describe how the team will be organized. The ISP shall provide position descriptions, resumes, and credentials for the entire team. At a minimum, the ISP must provide position descriptions, resumes, and credentials for the Program Director and Program Manager.
- L.2.7.9.3** The ISP shall describe its criteria for hiring and maintaining staff, the process it intends to implement to monitor and evaluate the performance of its staff, and any incentive scheme it intends to implement to drive performance and retain high-performers.
- L.2.7.9.4** In anticipation of likely turnover of staff, the ISP shall describe its hiring strategy to ensure that the quality of services is not compromised.
- L.2.7.10** QF #10 – Relevant experience
- L.2.7.10.1** The ISP shall list up to five similar contracts that the ISP has entered in over the past three years. Similar contracts include those where the scope of services the ISP provided are substantially the same as the requirements described in [Section C.5](#) and/or the population served is comparable to the District’s TANF customers. Contracts listed shall include those entered into with the Government of the District of Columbia, the Federal Government, agencies of state and local governments or private contracts. In listing similar contracts, the ISP may use comparable experience of its Project Director and/or Program Manager or applicable subcontracting experience.
- L.2.7.10.2** For each of the listed similar contracts in [Section L.2.7.10.1](#), the ISP shall provide the following information:
1. Name of contracting entity (ISP’s client):
 2. Name and contact information of personnel at contracting entity who is vested with the authority to be a reference for the ISP
 3. Period of performance
 4. Role the ISP played (e.g. prime contractor, subcontractor, key personnel worked on contract etc.)
 5. A detailed description of the challenges or need that the ISP helped address
 6. A detailed description of the scope of services provided
 7. A detailed description of the results delivered
 8. Quantifiable outcomes (e.g. number of customers placed in employment, work participation rate etc.)
- L.2.7.11** QF #11 – References
- L.2.7.11.1** 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 [Section L.2.7.10.1](#). 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 **Job Placement Services** to TANF customers as described in [Section C.5](#) of the RFQ.

- L.2.7.11.2** The District will only discuss past performance information directly with the ISP that is being reviewed and with the previous customer.
- L.2.7.11.3** In the event of an unfavorable past performance evaluation, or ratings of 0 or 1, the ISP will be provided an opportunity to prepare a response to the unfavorable evaluation.
- 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, 2011.
- 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 ISP'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, 2011 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 ISPs using the process set forth in Section M.1.**
- L.3.1.6** **The District anticipates starting the award of initial delivery orders, purchase orders, or task orders pursuant to this HCA, using the process described in Section M.2, on July 1, 2011. The District anticipates completing the issuance of initial delivery orders, purchase orders, or task orders pursuant to this HCA by August 1, 2011. Initial task orders will be awarded to meet the District's anticipated needs for Fiscal Year 2012 (i.e. October 1, 2011 through September 30, 2012). Additional delivery orders, purchase orders, or task orders may be issued after August 1, 2011 based on the prevailing level of need within the District's TANF customer base and the District's budget.**
- L.3.2** **Withdrawal or Modification of SOQs**
- An ISP 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, 2011.

L.4 EXPLANATION TO ISPs

If an ISP has any questions relating to this RFQ, the ISP shall submit the question(s) electronically via the District's E-Sourcing System. The ISP should submit questions no later than 2 pm on September 25, 2011. The District may not have adequate time to consider any questions received after 2 pm on September 25, 2011. 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 ISP. 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, Elona Evans-McNeill, elona.evans-mcneill@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 ISPs 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 ISP 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 ISP or 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 ISP 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 ISP'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 ISPs.

L.11 SOQ COSTS

The District is not liable for any costs incurred by the ISP 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 coverages as specified in [Section I.9](#) to:

Jeffrey Tisdale, Contract Specialist
441 4th Street, NW, Suite 700S
Washington, DC 20001
Phone: (202) 724-4946
Jeffrey.tisdale@dc.gov

L.13 ACKNOWLEDGMENT OF AMENDMENTS

The ISP 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. An ISP's failure to acknowledge an amendment may result in rejection of its SOQ.

L.14 GENERAL INFORMATION AND LEGAL STATUS OF THE ISP

Each SOQ must include the following information about the ISP:

- 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 ISP 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 ISP 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 ISP is required by law to obtain. This mandate also requires the ISP to provide a copy of the executed “Clean Hands Certification” that is referenced in D.C. Official Code §47-2862, if the ISP is required by law to make such certification. If the ISP 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

ISPs 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 ISPs to ask questions regarding this RFQ, a pre-qualification conference will be held at 10:00 a.m. on **June 14, 2011** at the Office of Contracting and Procurement located at 441 4th Street, NW, Suite 700S, Washington DC 20001. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from ISPs on the RFQ document as well as to clarify

the contents of the RFQ. Attending ISPs 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 PROCESSES

M.1 QUALIFICATION PROCESS

- M.1.1** Human care agreements under this RFQ shall be awarded to those ISPs 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 ISPs in accordance with the information requested in [Sections L.2.7](#).
- 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 ISP’s qualifications to meet the requirements set out in [Section C.5](#).
- M.1.4** The Panel shall make its determination of whether the ISP is qualified or not qualified to deliver **Job Placement Services**. The Panel’s qualification determination shall be based on the information provided by the ISP in its SOQ, the Panel’s verification of the ISP’s response, and the results of the reference check described in [Section L.2.7.11](#).
- 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 M.1.5: Determination of ISP’s qualification

DETERMINATION OF ISP’S QUALIFICATION				
ISP Name:		[Insert name]		
Qualification Factor		Check (☑) One Box		Comments
		Qualified	Not Qualified	
Statement of Qualifications	Program Design	<input type="checkbox"/>	<input type="checkbox"/>	
	Outreach and Engagement	<input type="checkbox"/>	<input type="checkbox"/>	
	Program Orientation	<input type="checkbox"/>	<input type="checkbox"/>	
	Wraparound Case Management	<input type="checkbox"/>	<input type="checkbox"/>	
	Employment Preparation	<input type="checkbox"/>	<input type="checkbox"/>	
	Structured Job Search	<input type="checkbox"/>	<input type="checkbox"/>	
	Job Development and Placement	<input type="checkbox"/>	<input type="checkbox"/>	
	Organizational Capacity	<input type="checkbox"/>	<input type="checkbox"/>	
	Personnel and Staffing	<input type="checkbox"/>	<input type="checkbox"/>	
	Relevant experience	<input type="checkbox"/>	<input type="checkbox"/>	
	References	<input type="checkbox"/>	<input type="checkbox"/>	

- M.1.6** If the Panel determines that the ISP is not qualified on any of the QF in [Table M.1.5](#), then the ISP shall be given the opportunity to prepare a response to the unfavorable determination so as to cure a status of non-qualification.
- M.1.7** The Panel shall review the ISP’s response and revise its determination if the response substantiates the ISP’s qualification.
- M.1.8** The ISP must be determined qualified for all QF in order to be determined qualified to provide **Job Placement 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 ISP is qualified or not qualified to provide the requested services based on the CO's independent assessment of each ISP'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** ISPs that are determined qualified.

M.1.12 Price negotiation is not applicable to this RFQ because Provider compensation is set in [Section C.6](#).

M.2 ISSUANCE OF INITIAL DELIVERY ORDERS, PURCHASE ORDERS, OR TASK ORDERS

M.2.1 As part of the qualification process outlined in [Section M.1](#), the Panel will review the Organizational Capacity QF to determine whether the ISP has the capacity to serve a minimum of 150 not-employed customers upon issuance of an initial delivery order, purchase order, or task order. The Panel shall re-visit the qualified ISP's responses to [Section L.2.7.8](#) along with the results of the response verification it carried out in order to make an independent determination of the number of not-employed customers that the ISP can serve upon issuance of an initial delivery order, purchase order, or task order.

M.2.2 The Panel shall then qualitatively assess the relative strength of the qualified ISP's aggregate response submitted in the SOQ.

M.2.3 The Panel shall use the following table to guide its qualitative assessment:

Table M.2.3: Description of response strength

Response strength	Description
Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
Acceptable	Meets requirements; no deficiencies.
Good	Meets requirements and exceeds some requirements; no deficiencies.
Excellent	Exceeds most, if not all requirements; no deficiencies.

M.2.4 The Panel shall use the results of its qualitative assessment and its determination of the number of not-employed customers that the ISP can serve upon issuance of an initial delivery order, purchase order, or task order to recommend the number of delivery orders, purchase orders, or task orders to be issued, which qualified ISPs shall receive a delivery order, purchase order, or task order, and the not-employed PIT to be specified in each delivery order, purchase order, or task order. In recommending the number of delivery orders, purchase orders, or task orders to be issued, the qualified ISPs that shall receive a delivery order, purchase order, or task order, and the not-employed PIT for each delivery order, purchase order, or task order, the Panel shall also consider the District's capacity needs and the District's budget.

M.2.5 The CO shall review the Panel's recommendations and the basis of the recommendations.

- M.2.6** The CO shall make a final determination of the number of delivery orders, purchase orders, or task orders to be issued, the qualified ISPs that shall receive an initial delivery order, purchase order, or task order, and the not-employed PIT for each delivery order, purchase order, or task order.
- M.3** **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.3.1** 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.3.2** 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 [Section E.1.7](#), the prevailing level of need within the District's TANF customer base, and the District's budget.
- M.3.3** Once the District has determined that a new delivery order, purchase order, or task order shall be issued to the Provider, the District shall also determine the not-employed PIT to be specified on the delivery order, purchase order, or task order based on the Provider's historical performance under this HCA as specified in [Section E.1.7](#), the prevailing level of need within the District's TANF customer base, and the District's budget.
- M.3.4** If the District recommends that a Provider be issued a delivery order, purchase order, or task order with an increased PIT, then the District shall discuss with the Provider whether the Provider has the capacity and is willing to serve the increased PIT recommended by the District.
- M.3.5** The District shall notify all Providers whether they shall receive new delivery orders, purchase orders, or task orders from the District pursuant to this HCA and the associated not-employed PITs at least 90 calendar days before the expiration of the existing delivery orders, purchase orders, or task orders.
- M.3.6** Those Providers that will not be issued new delivery orders, purchase orders, or task orders or will receive delivery orders, purchase orders, or task orders with reduced not-employed PIT, upon expiration of their existing delivery orders, purchase orders, or task orders, shall provide the phase-out services as specified in [Section C.5.8.2](#).
- M.3.7** The District shall work with those Providers that agree to an increased not-employed PIT on new delivery orders, purchase orders, or task orders to develop a mutually agreed-upon capacity increase plan.

*****END OF SECTION M*****