

**Fiscal Year 2017
Citizen Review Panel Facilitation**

The Child and Family Services Agency, Contracts and Procurement Administration invites the submission of applications for funding through the District of Columbia.

Late Applications Will Not Be Forwarded to the Review Panel.

Pursuant to the *Child and Family Services Grant-Making Amendment Act of 2008*, D.C. Law 17-199, effective July 18, 2008 (D.C. Official Code § 4-1303.03(a-1), the District of Columbia Child and Family Services Agency (“CFSA”) invites qualified applicants to submit applications for grant funding to support coordination, facilitation and support of the federally mandated District of Columbia Citizen Review Panel (CRP).

The successful Applicant will appoint one person to the position of CRP Facilitator. This incumbent will serve as the designated key contact person that supports, facilitates and directs the mission and activities of the District of Columbia’s CRP.

Selection and notification of the grant award is scheduled to occur no later than **January 4, 2017**. Up to one (1) grant will be awarded. Anticipated total funding for the position will be up to \$35,000 in Fiscal Year (FY) 2017 (ending September 30, 2017). Applicants must demonstrate the capacity to have the project fully functioning within forty-five (45) days following notification of the grant award.

DEADLINES AND IMPORTANT DATES

Announcement Date: Thursday, November 17, 2016, 2016

Request for Applications Release Date: Friday, November 18, 2016

Written Question and Answer Deadline: Friday, November 28, 2016

Answers to Questions Available At: DC Grants Clearinghouse:
<http://opgs.dc.gov>

Application Submission Deadline: Monday, December 19, 2016 by 2:00pm EST

Award Announcement By: Wednesday, January 4, 2017

LATE APPLICATIONS WILL NOT BE FORWARDED TO THE REVIEW PANEL

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District of Columbia
Child and Family Services Agency (CFSA)

Request for Applications (RFA)

FY 2017 Citizen Review Panel Facilitation

SECTION I: GENERAL INFORMATION

The District of Columbia Child and Family Services Agency (CFSA) will award a grant to a non-profit organization or entity, academic institution or qualified individual to subsidize the provision of the coordination, facilitation and support of the federally mandated District of Columbia Citizen Review Panel (CRP).

The successful Applicant will appoint one person to the position of CRP Facilitator. This incumbent will serve as the designated key contact person that supports, facilitates, and enhances the mission and activities of the CRP.

The successful Applicant must demonstrate capacity to recruit and hire a suitably qualified candidate able to undertake the full responsibilities of this role beginning in January 2017.

Background and Need

There is a growing awareness that for Child Protective Services (CPS) to be most effective, an entire local community must be involved and actively working together towards the shared, desired goal of keeping all children safe. In order to be most effective for both the prevention of, and responses to, child abuse and neglect concerns, the vital work of CPS and law enforcement professionals must be augmented by key community stakeholders that include: parents and other relatives, caregivers and other concerned adults, attorneys and advocates, education and health care providers, religious organizations and other important community organizations such as those dedicated to meeting the challenges of domestic violence and substance abuse.

In order to organize this essential community diversity and expertise in such a way as it may provide constructive guidance and recommendations to local child welfare services, the federal Child Abuse Prevention and Treatment Act (CAPTA) Amendment of 2003 requires that States establish a locally pro-rated number of CRP's based on the financial allotment each State receives under Title II of CAPTA.¹ In meeting its commitment under this mandate, CFSA must establish one CRP.

The District of Columbia CRP was first established in 1999. It consists of a chairperson and up to 14 additional members. The membership of the District of Columbia CRP:

¹ The President signed the CAPTA Reauthorization Act of 2010, Public Law (P.L.) 111-320 into law on December 20, 2010. The law reauthorizes and amends the Child Abuse Prevention and Treatment Act, the Family Violence Prevention and Services Act, the Child Abuse Prevention and Treatment, and Adoption Reform Act of 1978 (the Adoption Opportunities Program), and the Abandoned Infants Assistance Act of 1988.

- Must be volunteers who are broadly representative of the community in which the Panel is established, including members who have expertise in the prevention and treatment of child abuse and neglect.
 - Panel membership should include a diversity of professional backgrounds on the panel, such as children's attorneys, child advocates, parents, foster parents, and other consumer representatives, social workers, educators, and health and mental health professionals who are familiar with the child welfare system. Importantly, and in order to preserve impartiality and negate conflicts of interest, no person employed by federal, state, county or municipal agencies that directly deliver child welfare services may be a CRP member.
- Cannot disclose any identifying information about any specific child protection case to any person or government official. A member who knowingly violates this duty of confidentiality may be subject to a civil penalty not to exceed one thousand dollars and removal from the CRP.
- Must elect a chairperson.
- Must meet not less than once every three months.

Target Population

The designated grant funds are specifically available to support the effective functioning of the one (1) District of Columbia CRP. The CRP is mandated by CAPTA to evaluate and recommend improvements to the local child welfare system. As such, all children living in the District of Columbia who are either at risk of, or who actually are experiencing neglect or abuse, will indirectly benefit from the allocation of these resources.

Eligible Organizations/Entities

CFSA is seeking a non-profit organization or entity, academic institution or qualified individual (consultant) that has been in operation for a minimum of one year to recruit and install an appropriate individual to facilitate and support the CRP. Local educational or academic establishments offering programs in social work, public health or public policy might, for example, be excellent sources of willing and suitably qualified candidates, whether from the teaching staff or graduate student body, for the CRP Facilitator position.

It should be noted that organizations responsible for the direct delivery of child welfare services are exempted from consideration and should not apply.

Governmental organizations are not eligible to apply.

Applicants who hold current Grant Agreements or Contract Agreements with CFSA, or whose members hold current Grant Agreements or Contract Agreements with CFSA, are eligible to apply provided the services do not conflict with a current Grant or Contract Agreement. Such Applicants must identify potential areas of conflict of interest in the delivery of services to children and families involved with CFSA, and demonstrate how services under this funding announcement shall not conflict with or compromise other existing grant or contractual obligations.

SECTION II: AWARD INFORMATION

Source of Grant Funding

The funds made available are federal dollars appropriated by CFSA through the Child Abuse and Prevention Treatment Act.

Amount of Award

The total amount available for funding shall not exceed \$35,000 in the first year (Fiscal Year 2017).

Number of Awards and Individual Amounts

The total amount available for the Citizen Review Panel Facilitator is up to \$35,000. The total available for the grant may be increased if additional funds become available.

CFSA intends to award up to one (1) grant. CFSA reserves the right to assign the amount of the individual grant award. The award shall not be less than \$15,000 or exceed \$35,000. Grant funds will subsidize the cost of approved budgeted expenditures (see Section IV, Use of Funds).

CFSA fully expects each Applicant to detail within their budget the breakdown and usage of all available funds.

Start Dates and Periods

The initial grant period will be through September 30, 2017, subject to appropriation of funds. Successful Applicant(s) must be prepared to sign the Grant Agreement within forty-five (45) days of notification of the intent to award. The District may extend the term of the Grant Agreement for a period of four additional one year option periods, or successive fractions thereof by written notice to the Grantee, should further appropriations be made available or funds from other sources be made available. The 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 the option. The District reserves the right to issue a new grant announcement.

Explanations to Prospective Applicants

Inquiries regarding this RFA should be sent via email to Shamika.Place@dc.gov, CFSA Contracts and Procurement Administration. Please reference **DCRL-2017-U-0030** in the subject line. Inquiries must be submitted on or before 4pm **Monday, November 28, 2016**. **Questions submitted after the deadline will not receive responses.** Responses to all inquiries will be posted on the OPGS website (<http://www.opgs.dc.gov>) on or before **Wednesday, November 30, 2016**.

At any time, the Agency may suspend or terminate this RFA pursuant to the *Child and Family Services Grant-Making Amendment Act of 2008*. CFSA reserves the right to issue addenda and/or amendments subsequent to the issuance of the RFA, or to rescind the RFA. Prospective Applicants are solely responsible for checking the OPGS website (<http://www.opgs.dc.gov>) for any additional changes or updates to the RFA, and/or the application process.

The Agency shall not be liable for any costs incurred in the preparation of applications in response to the RFA. Applicant agrees that all costs incurred in developing the application are the Applicant's sole responsibility.

SECTION III: APPLICATION AND SUBMISSION INFORMATION

Applicant Checklist

- Table of Contents (Not counted in page total)
- Application Summary (Not to exceed 1 page)
- Project Narrative – Includes vision and plan for successfully executing the role of the CRP Facilitator & approach to diversity (Not to exceed 10 pages)
- Organization, Experience and Qualifications of Applicant (Not to exceed 2 pages)
- Staffing – Explanation of CRP Facilitator person specification & position description (Not counted in page total, See Attachment C)
- Program Budget & Budget Narrative (Not counted in page total, See Attachment D)
- Appendices - Must include Tax Certification Affidavit OTR/DOES, and full CRP Facilitator Person Specification and Position Description (May also include; Candidate Resumes, Organization Chart – Appendices not counted in page total)

Application Forms and Content Format

- The Applicant organization/entity has responded to all sections of the Request for Application (RFA).
- The Applicant Profile, found in Attachment A, contains all the information requested and is affixed to the front of the application.
- **The conflict of interest policy:** A conflict of interest arises when a person in a position of authority over an organization, such as a director, officer, or manager, may benefit personally from a decision he or she could make. A conflict of interest policy consists of a set of procedures to follow to avoid the possibility that those in positions of authority over an organization may receive an appropriate benefit. The applicant must document their conflict of interest policy.
- The Program Budget is complete and complies with the Budget form in Attachment D of the RFA. The budget narrative is complete and describes the category of items proposed. It should project income and expenses for the current fiscal year.
- **Separation of duties policy:** This statement should indicate how the organization separates financial transactions/duties between people within the organization for the purposes of preventing fraud and or waste. This policy should reflect the process of how major financial processes are handled such as assets handling, book keeping, and transaction comparison or review.
- **Financial Statements:** The Applicant shall provide a copy of its most recent and complete set of audited or unaudited financial statements available for their organization. If audited financial statements have never been prepared due to the size or newness of an organization, the applicant must provide, at a minimum, an Organizational Budget, an Income Statement (or Profit and Loss Statement), and a Balance Sheet certified by an authorized representative of the organization, and any letters, filings, etc. submitted to the IRS within the three (3) years before the date of the grant application.

- **Tax Exemption Letter (if applicable):** Provide a copy of your organization's tax status.
- The application is printed on **8 ½ by 11-inch paper, double-spaced, on one side (no single spacing). Applications that do not conform to this requirement will not be forwarded to the review panel.**
- The Application Summary section is complete and is within the page limit for this section of the RFA submission.
- The Organizational Experience and Qualifications of Applicant are complete and within the 2-page limit for this section of the RFA submission.
- The Project Narrative section is complete and is within the 10-page limit for this section of the RFA submission.
- **The Applicant is submitting the required four (4) copies of its application, including the original and three (3) copies. Applications will not be forwarded to the review panel if the Applicant fails to submit the required four (4) copies with one "original".**
- The application conforms to the "Application Format" of the RFA. **The review panel will not review applications that do not conform to the application format.**
- The appropriate appendices are included. These must include Tax Cert. Affidavit (OTR / DOES); and can include program descriptions, staff qualifications, individual resumes, licenses (if applicable), and other supporting documentation.
- The application is submitted to Child and Family Services Agency, Contracts and Procurement Administration, no later than 2:00p.m., on the deadline date of **Monday, December 19, 2016.**
- The application is submitted with **two original receipts**, found in Attachment B, attached to the outside of the envelope or package for CFSA approval upon receipt.

All grantees shall comply with the District of Columbia's drug-free workplace certification requirement (29 DCMR § 8207). By submission of its application, the Applicant is certifying and agreeing to comply with 29 DCMR § 8207. Failure to comply with the requirements may render a grantee subject to suspension of grant payments, termination of the grant or other available legal remedies.

Applicants are required to follow the format below and each proposal must contain the following information:

The number of pages designated for each section is a recommendation. Applicants should feel free to submit fewer pages than recommended for that section. **Proposal must be double-spaced and numbered pages on 8 ½ x 11-inch paper. The review panel will not review applications that do not conform to these requirements.**

Description of Application Sections

The purpose and content of each section is described below. Applicants should include all information needed to adequately describe their objectives and plans for services. It is important that applications reflect continuity among the goals and objectives, program design, work plan of activities, and that the budget demonstrates the level of effort required for the proposed services.

Table of Contents

The Table of Contents should list major sections of the application with quick reference page indexing.

Application Summary

This section of the application should be brief and serve as the cornerstone of the application. The application summary should highlight the major aspects of the objectives that are discussed in depth in other sections of the application.

Project Narrative

This section of the application should contain the narrative that justifies and describes the project to be implemented. The project narrative should include the following:

1. Understanding the needs of target population(s) and how the CRP is valuable;
2. Vision for successfully executing the role of the CRP Facilitator;
3. Work plan for activities;
4. Approach to diversity;
5. Extent to which access barriers for the target population will be addressed;
6. How funds will be distributed consistent with the grant and monetary expenditures; and,
7. Quality assurance mechanisms.

Organization, Experience and Qualifications of Applicant

The Applicant must provide detailed information on the qualifications and experience of the project staff to demonstrate the organization's capability to provide the services described in the RFA. The Applicant must list the key personnel who will be assigned to the proposed project and state the percentage of time each will devote to the project in total.

Program Budget and Budget Narrative

Standard budget forms are provided in Attachment D. The budget for this application shall contain detailed, itemized cost information that shows personnel and other direct and indirect costs. The detailed budget narrative shall contain a justification for each category listed in the budget. The narrative should clearly state how the Applicant arrived at the budget figures.

Appendices

This section shall be used to provide technical material, supporting documentation and endorsements, and must include copies of Applicant's:

- ❖ Position Description & Specifications
- ❖ Tax Certification Affidavit (OTR)
- ❖ Tax Certification Affidavit (DOES)

Such items may also include:

- ❖ Audited financial statement
- ❖ Indication of nonprofit corporation status
- ❖ Roster of the Board of Directors
- ❖ Proposed organizational chart for the project

- ❖ Organizational budget (as opposed to project budget)
- ❖ Letters of support or endorsements
- ❖ Staff resumes; and
- ❖ Planned job descriptions.

Request for Application Provisions

- ❖ Funding for this award is contingent on continued funding from the grantor. The RFA does not commit the Agency to make an award.
- ❖ The Agency reserves the right to accept or deny any or all applications if the Agency determines it is in the best interest of the Agency to do so. The Agency shall notify the Applicant if it rejects that Applicant's proposal.
- ❖ The Agency may suspend or terminate an outstanding RFA pursuant to its own grant making rule(s) or any applicable federal regulation or requirement.
- ❖ The Agency reserves the right to issue addenda and/or amendments subsequent to the issuance of the RFA, or to rescind the RFA.
- ❖ The Agency shall not be liable for any costs incurred in the preparation of applications in response to the RFA. Applicant agrees that all costs incurred in developing the application are the Applicant's sole responsibility.
- ❖ The Agency may conduct pre-award on-site visits to verify information submitted in the application and to determine if the Applicant's facilities are appropriate for the services intended.
- ❖ The Agency may enter into negotiations with an Applicant and adopt a firm funding amount or other revision of the Applicant's proposal that may result from negotiations.
- ❖ If there are any conflicts between the terms and conditions of the RFA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the Applicant to ensure compliance.

Application Identification

A total of four (4) copies, including the original and three (3) copies, of the application are to be submitted in a sealed envelope or package. Attachment B, found in this package, should be affixed to the outside of the envelope or package. **Of the four (4) copies, one (1) copy must be an original. Applications will not be forwarded to the review panel if the Applicant fails to submit the required four (4) copies with Attachment B affixed to the outside of the envelope or package. E-mail, telephonic, telegraphic or facsimile submissions will not be accepted.**

Application Submission Date and Time

Applications are due no later than 2:00 p.m., on **Monday, December 19, 2016**. All applications will be recorded upon receipt. **Applications submitted at or after 2:01 p.m., Monday, December 19, 2016, will not be forwarded to the review panel for funding consideration.** Any additions and/or deletions to an application will not be accepted after the 2:00 p.m. deadline on **Monday, December 19, 2016**. Applications must be ready for receipt by CFSA. The four (4) copies, including the original plus three (3) copies, of the applications **must be** delivered to the following location:

Contracts Officer
Contracts and Procurement Administration
Government of the District of Columbia
Child and Family Services Agency
200 I Street, SE, 2nd Floor
Washington, DC 20003

Mail Courier/Messenger Delivery

Applications that are mailed or delivered by Messenger/Courier services **must be** sent in sufficient time to be received by the 2:00 p.m., deadline on **Monday, December 19, 2016** at the above location. Applications arriving via messenger/courier services after the posted deadline of 2:00 p.m., **Monday, December 19, 2016 will not be forwarded to the review panel by CFSA.**

CFSA will not be responsible for delays in the delivery of application packages to its office.

SECTION IV: PROGRAM AND ADMINISTRATIVE REQUIREMENTS

Use of Funds

Grant funds shall only be used to support activities as outlined in this RFA, and may not be used for direct financial assistance to CRP members and their families. Funds shall support specific panel-related activities for up to twelve (12) months, including costs associated with:

- The CRP facilitator salary.
- All CRP supplies (including educational and administrative materials).
 - Production of annual report 60 days from the end of the financial year.
- Costs associated with CRP meetings to include transportation reimbursement.
- Attendance by up to three (3) panel members at the National CRP Conference.
- Implementation of Panel community outreach activities
- Indirect costs.

Indirect costs shall not exceed 10% of the overall budget.

Grant Agreement

Applicant shall be required to sign a Grant Agreement prior to funds being transferred. The Grant Agreement outlines the necessary terms and conditions of the grant award. CFSA reserves the right to require modifications to the program budget prior to award. A Grant Agreement shall be finalized within forty-five (45) days of notification of intent to award.

Grant funds under the Grant Agreement shall be dispensed in payments following submission of an approved invoice for payment of grant funds. If the Grantee fails to provide the required documentation within the stated time period, the Grantor may, at its discretion, suspend funding to the program. Invoices must be submitted according to the procedure outlined in the Grant Agreement. Failure to submit invoices as required may result in a delay of payment of grant funds.

Target Recipient Audience

The designated grant funds are specifically available to support the effective functioning of the one (1) District of Columbia CRP. The CRP is mandated by CAPTA to evaluate and recommend improvements to the local child welfare system. As such, all children living in the District of Columbia who are either at risk of or who actually are experiencing neglect or abuse will indirectly benefit from the allocation of these resources.

SECTION V: GENERAL PROVISIONS

Confidentiality of Records

Information concerning CFSA-involved children and families is strictly confidential and shall not be divulged to unauthorized persons (see D.C. Official Code §§ 4-1303.06 and 4-1405). The Grantee must demonstrate an ability to maintain the confidentiality of a client's information and to report the information specified below to CFSA. Specifically, upon notification of award, the Applicant agrees to and will abide by the following conditions:

- Whoever willfully disclosed, receives, makes use of or knowingly permits the use of confidential information concerning a child or individual in violation of D.C. Official Code §§ 4-1303.06 (applies to all CFSA records) shall be guilty of a misdemeanor and upon conviction thereof shall be fined not more than \$1,000.00 (D.C. Official Code § 4-1303.07).
- All project staff, prior to engaging in work with CFSA, shall sign a confidentiality statement. Prior to service initiation, Grantees shall develop and submit a signed confidentiality statement for each current staff person who will be working under the Agreement.

HIPAA PRIVACY COMPLIANCE

For the purpose of this agreement **the Child and Family Services Agency (CFSA)**, a covered component within the District of Columbia’s Hybrid Entity will be referred to as a “Covered Entity” as that term is defined by the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”) and associated regulations promulgated at 45 CFR Parts 160, 162 and 164 as amended (the “HIPAA Regulations”) and **Applicant**, as a recipient of Protected Health Information or electronic Protected Health Information from **CFSA**, is a “Business Associate” as that term is defined by HIPAA.

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Regulations.

1. Definitions

- a. ***Business Associate*** means a person or entity, who, on behalf of the District government or of an organized health care arrangement (as defined in this section) in which the covered entity participates, but other than in the capacity of a member of the workforce of the District or arrangement, creates, receives, maintains, or transmits protected health information for a function or activity for the District, including claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, patient safety activities listed at 42 CFR 3.20, billing, benefit management, practice management, and repricing; or provides, other than in the capacity of a member of the workforce of such covered entity, legal, actuarial, accounting, consulting, data aggregation (as defined in 45 CFR § 164.501), management, administrative, accreditation, or financial services to or for the District, or to or for an organized health care arrangement in which the District participates, where the provision of the service involves the disclosure of protected health information from the District or arrangement, or from another business associate of the District or arrangement, to the person. A covered entity may be a business associate of another covered entity.

A Business Associate includes, (i) a Health Information Organization, E-prescribing Gateway, or other person that provides data transmission services with respect to protected health information to a covered entity and that requires access on a routine basis to such protected health information; (ii) a person that offers a personal health record to one or more individuals on behalf of the District; (iii) a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of the business associate.

A *Business Associate* does not include: (i) a health care provider, with respect to disclosures by a covered entity to the health care provider concerning the treatment of the

individual; (ii) a plan sponsor, with respect to disclosures by a group health plan (or by a health insurance issuer or HMO with respect to a group health plan) to the plan sponsor, to the extent that the requirements of 45 CFR § 164.504(f) apply and are met; (iii) a government agency, with respect to determining eligibility for, or enrollment in, a government health plan that provides public benefits and is administered by another government agency, or collecting protected health information for such purposes, to the extent such activities are authorized by law; iv) a covered entity participating in an organized health care arrangement that performs a function, activity or service included in the definition of a Business Associate above for or on behalf of such organized health care arrangement.

- 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 HIPAA. With respect to this HIPAA Compliance Clause, *Covered Entity* shall also include the designated health care components of the District government’s hybrid entity or a District agency following HIPAA best practices.
- 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 are:
 - 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. Records 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. *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. The District of Columbia is a Hybrid Covered Entity. Hybrid Entities are required to designate and include functions, services and activities within its own organization, which would meet the definition of Business Associate and irrespective of whether performed by employees of the Hybrid Entity, as part of its health care components for compliance with the Security Rule and privacy requirements under this Clause.
- 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 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;
 - 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 with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- l. **National Provider Identifier (NPI) Rule.** "National Provider Identifier" shall mean the Standard Unique Health Identifier for Healthcare Providers; Final Rule at 45 C.F.R. Part 162.
- m. **Privacy and Security Official.** The person or persons designated by the District of Columbia, a *Hybrid Entity*, who is/are responsible for developing, maintaining, implementing and enforcing the District-wide Privacy Policies and Procedures, and for overseeing full compliance with the Privacy and Security Rules, and other applicable federal and state privacy law.
- n. **Privacy Officer.** "Privacy Officer" shall mean the person designated by the District's Privacy and Security Official or one of the District's covered components within its Hybrid Entity, who is responsible for overseeing compliance with the Covered Agency's Privacy Policies and Procedures, the HIPAA Privacy Regulations, HIPAA Security Regulations and other applicable federal and state privacy law(s). Also referred to as the agency Privacy Officer, the individual shall follow the guidance of the District's Privacy and Security Official, and shall be responsive to and report to the District's Privacy and Security Official on matters pertaining to HIPAA compliance.

- o. **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.
- p. **Protected Health Information.** "Protected Health Information" (PHI) or "Electronic Protected Health Information" (ePHI) means individually identifiable health information that is created or received by the Business Associate from or on behalf of the Covered Entity, or agency following HIPAA best practices, which is:
 - i. Transmitted by, created or maintained in electronic media; or
 - ii. Transmitted or maintained in any other form or medium.PHI does not include information in the records listed in subsection (2) of the definition in 45 C.F.R. §160.103. 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. **Security Officer.** The person designated by the Security Official or one of the District of Columbia's designated health care components, who is responsible for overseeing compliance with the Covered Agency's Privacy Policies and Procedures, the Security Rules, and other applicable federal and state privacy law(s). The Covered Agency's security officer shall follow the guidance of the District's Security Official, as well as the Associate Security Official within the Office of the Chief Technology Officer, and shall be responsive to the same on matters pertaining to HIPAA compliance.
- s. **Security Rule.** "Security Rule" shall mean the Standards for Security of Individually Identifiable Health Information at 45 C.F.R. part 164.
- t. **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 PHI or ePHI (hereinafter "PHI" or 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 appropriate safeguards and comply with administrative, physical, and technical safeguards requirements in 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 as required by § 13401 of the Health Information Technology Economic and Clinical HealthACT (February 18, 2010) ("HITECH"), to maintain the security of the PHI and to prevent use or disclosure of such PHI other than as provided for by this Clause. Business Associate acknowledges that, pursuant to HITECH, it must comply with the Security Rule and privacy provisions detailed in this Clause. As such, Business Associate is under the jurisdiction of the United States Department of Health and Human Services and is directly liable for its own compliance. A summary of HIPAA Security Rule standards, found at Appendix A to Subpart C of 45 C.F.R. § 164 is as follows:

Administrative Safeguards

Security Management Process	164.308(a)(1)	Risk Analysis (R) Risk Management (R) Sanction Policy (R) Information System Activity Review (R)
Assigned Security Responsibility	164.308(a)(2)	(R)
Workforce Security	164.308(a)(3)	Authorization and/or Supervision (A) Workforce Clearance Procedure Termination Procedures (A)
Information Access Management	164.308(a)(4)	Isolating Health care Clearinghouse Function (R) Access Authorization (A) Access Establishment and Modification (A)
Security Awareness and Training	164.308(a)(5)	Security Reminders (A) Protection from Malicious Software (A) Log-in Monitoring (A) Password Management (A)
Security Incident Procedures	164.308(a)(6)	Response and Reporting (R)
Contingency Plan	164.308(a)(7)	Data Backup Plan (R) Disaster Recovery Plan (R) Emergency Mode Operation Plan (R) Testing and Revision Procedure (A) Applications and Data Criticality Analysis (A)
Evaluation	164.308(a)(8)	(R)
Business Associate Contracts and Other Arrangement	164.308(b)(1)	Written Contract or Other Arrangement (R)

Physical Safeguards

Facility Access Controls	164.310(a)(1)	Contingency Operations (A) Facility Security Plan (A) Access Control and Validation Procedures (A) Maintenance Records (A)
Workstation Use	164.310(b)	(R)
Workstation Security	164.310(c)	(R)
Device and Media Controls	164.310(d)(1)	Disposal (R) Media Re-use (R) Accountability (A) Data Backup and Storage (A)

Technical Safeguards (see § 164.312)

Access Control	164.312(a)(1)	Unique User Identification (R) Emergency Access Procedure (R) Automatic Logoff (A) Encryption and Decryption (A)
Audit Controls	164.312(b)	(R)
Integrity	164.312(c)(1)	Mechanism to Authenticate Electronic Protected Health Information (A)
Person or Entity Authentication	164.312(d)	(R)
Transmission Security	164.312(e)(1)	Integrity Controls (A) Encryption (A)

- c. The Business Associate agrees to name a Privacy and/or Security Officer who is accountable for developing, maintaining, implementing, overseeing the compliance of and enforcing compliance with this Clause, the Security Rule and other applicable federal and state privacy law within the Business Associate's business. The Business associate

reports violations and conditions to the District-wide Privacy and Security Official and/or the Agency Privacy Officer of the covered component within the District's Hybrid Entity.

- d. The Business Associate agrees to establish procedures for mitigating, and to mitigate to the extent practicable, any deleterious effects that are known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Clause.
- e. The Business Associate agrees to report to Covered Entity, in writing, any use or disclosure of the PHI not permitted or required by this HIPAA Compliance Clause or other incident or condition arising out the Security Rule, including breaches of unsecured PHI as required at 45 CFR §164.410, to the District-wide Privacy and Security Official or agency Privacy Officer within ten (10) days from the time the Business Associate becomes aware of such unauthorized use or disclosure. However, if the Business Associate is an agent of the District (i.e., performing delegated essential governmental functions), the Business Associate must report the incident or condition immediately. Upon the determination of an actual data breach, and in consultation with the District's Privacy and Security Official, the Business Associate will handle breach notifications to individuals, the HHS Office for Civil Rights (OCR), and potentially the media, on behalf of the District.
- f. 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 PHI received from the Business Associate, PHI created by the Business Associate, or PHI received by the Business Associate on behalf of the Covered Entity.
- g. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information
- h. Initially, within ten (10) days following the commencement of this Contract, or within ten (10) days of a new or updated agreement with a subcontractor, the Business Associate agrees to provide the District a list of all subcontractors who meet the definition of a Business Associate. Additionally, Business Associate agrees to ensure its subcontractors understanding of liability and monitor, where applicable, compliance with the Security Rule and applicable privacy provisions in this Clause.
- i. The Business Associate agrees to provide access within five business days, 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 PHI 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.
- j. The Business Associate agrees to make any amendment(s) within five business days to the PHI 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 in order to facilitate the District's compliance with the requirements under 45 C.F.R. §164.526.

- k. 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 PHI in a Designated Record Set of a recipient of services from or through the Covered Entity. The Business Associate agrees to comply with the applicable portions of the Identity And Procedure Verification Policy attached hereto as Exhibit A and incorporated by reference.
- l. The Business Associate agrees to record authorizations and log such disclosures of PHI 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 PHI in accordance with 45 C.F.R. § 164.528 and applicable District of Columbia laws, rules and regulations.
- m. 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's Privacy and Security 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 PHI in accordance with 45 C.F.R. § 164.528, and applicable District of Columbia laws, rules and regulations.
- n. The Business Associate agrees to make internal practices, books, and records, including policies and procedures, and PHI, relating to the use and disclosure of PHI 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 and Security 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.
- o. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, the Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- p. As deemed necessary by the District, the Business Associate agrees to the monitoring and auditing of items listed in paragraph 2 of this Clause, as well as data systems storing or transmitting PHI, to verify compliance.
- q. The Business Associate may aggregate PHI in its possession with the PHI of other Covered Entities that Business Associate has in its possession through its capacity as a Business Associate to other Covered Entities provided that the purpose of the 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 PHI 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.
- r. Business Associate may de-identify any and all PHI provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b) and any associated HHS guidance. Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute PHI 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 PHI to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate Subpart E of 45 CFR § 164 if the 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 PHI 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 PHI 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 PHI 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 PHI 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.
- b. Business Associate must provide assurances to the Covered Entity that it will continue to employ sufficient administrative, technical and physical safeguards, as described under the Security Rule, to protect and secure the Covered Entity's ePHI entrusted to it. These safeguards include:
- i. The Business Associate agrees to administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that the Business Associate creates, receives, maintains or transmits on behalf of the covered entity.
 - ii. The Business Associate agrees to report to the Covered Entity any security incident of which it becomes aware, including any attempts to access ePHI, whether those attempts were successful or not.
 - iii. This Business Associate Agreement may be terminated if the Covered Entity determines that the Business Associate has materially breached the agreement.
 - iv. The Business Associate agrees to make all policies and procedures, and documents relating to security, available to the Secretary of HHS for the purposes of determining the covered entity's compliance with HIPAA.
 - v. This agreement continues in force for as long as the Business Associate retains any access to the Covered Entity's ePHI.
 - vi. With respect to the subset of PHI known as ePHI as defined by HIPAA Security Standards at 45 C.F.R. Parts 160 and 164, subparts A and C (the "Security Rule"), if in performing the Services, Business Associate, its employees, agents, subcontractors and any other individual permitted by Business Associate will have access to any computer system, network, file, data or software owned by or licensed to Provider that contains ePHI, or if Business Associate otherwise creates, maintains, or transmits ePHI on Provider's behalf, Business Associate shall take reasonable security measures necessary to protect the security of all such computer systems, networks, files, data and software. With respect to the security of ePHI, Business Associate shall: (A) Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of the Provider; (B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and (C) Report to the Provider any security incident of which it becomes aware.

- vii. Business Associate agrees not to electronically transmit or permit access to PHI unless such transmission or access is authorized by this Addendum and the Agreement and further agrees that it shall only transmit or permit such access if such information is secured in a manner that is consistent with applicable law, including the Security Rule. For purposes of this Addendum, “encrypted” shall mean the reversible conversion of readable information into unreadable, protected form so that only a recipient who has the appropriate “key” can convert the information back into original readable form. If the Covered Entity stores, uses or maintains PHI in encrypted form, or in any other secured form acceptable under the security regulations, Covered Entity shall promptly, at request, provide with the key or keys to decrypt such information and will otherwise assure that such PHI is accessible by upon reasonable request.
- viii. In the event Business Associate performs functions or activities involving the use or disclosure of PHI on behalf of Covered Entity that involve the installation or maintenance of any software (as it functions alone or in combination with any hardware or other software), Business Associate shall ensure that all such software complies with all applicable standards and specifications required by the HIPAA Regulations and shall inform of any software standards or specifications not compliant with the HIPAA Regulations.
- c. At the request of the Covered Entity, the Business Associate agrees to amend this agreement to comply with all HIPAA mandates.

5. Sanctions

Business Associate agrees that its workforce members, agents and subcontractors who violate the provisions of HIPAA or other applicable federal or state privacy law will be subject to discipline in accordance with Business Associate’s Personnel Policy 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 Compliance Clause 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 HIPAA 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 PHI 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 PHI, to the extent that such changes may affect the use or disclosure of PHI by the Business Associate.
- c. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of PHI 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 PHI by the Business Associate.

7. Permissible Requests by Covered Entity

Covered Entity shall not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule and Subpart E of 45 CFR § 164 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. Modifications or limitations that the

Covered Entity has agreed to adhere to with regards to the use and disclosure of PHI 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 Contract;
- 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 contract award, and shall terminate when all of the PHI 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. The PHI shall be 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. If it is infeasible to return or confidentially destroy the PHI, protections shall be 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. The requirement to return PHI to the District at the end of the contract term or if the contract is terminated applies irrespective of whether the Business Associate is also a covered entity under HIPAA. Where a business associate is also a covered entity, PHI provided by the District, or created or received by the Business Associate on behalf of the District, a duplicate of the record may be acceptable if mutually agreed.
- 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 Contract if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
- ii. Immediately terminate the Contract if the Business Associate breaches a material term of this HIPAA Compliance Clause and a cure is not possible.

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 Contract, for any reason, the Business Associate shall return in a **mutually agreed upon format or confidentially destroy** all PHI 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 PHI that is in the possession of all subcontractors, agents or workforce members of the Business Associate. The Business Associate shall retain no copies of PHI in any form.
- ii. In the event that the Business Associate determines that returning or destroying the PHI is infeasible, the Business Associate shall provide written notification to the Covered Entity 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 PHI is infeasible, the Business Associate shall extend the protections of this HIPAA Compliance Clause to such PHI and limit further uses and disclosures of such PHI for so long as the Business Associate maintains such PHI. Additionally, the Business Associate shall:
 - (1) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - (2) Return to covered entity, or, if agreed to by covered entity, destroy the remaining PHI that the business associate still maintains in any form;
 - (3) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
 - (4) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at 45 C.F.R. § 164.502(j)(1) which applied prior to termination; and
 - (5) Return to covered entity or, if agreed to by covered entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

The obligations outlined in Section 2. Obligations and Activities of Business Associate shall survive the termination of this Contract.

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 the sections of the Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts covering Default and Termination for the Convenience of the District shall survive termination of the Contract.
- d. **Interpretation.** Any ambiguity in this HIPAA Compliance Clause shall be resolved to permit compliance with applicable federal and District of Columbia laws, rules and regulations, and the HIPAA Rules, 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 PHI than those of the HIPAA Rules.

The terms of this HIPAA Compliance Clause amend and supplement the terms of the Contract, 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 Contract, 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 Contract (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 have access to and amend their PHI, 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 provide any benefit or right, whether directly, indirectly, or otherwise, to third persons.

- f. ***Compliance with Applicable Law.*** The Business Associate shall comply with all federal and 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 Contract; to the extent they are applicable to this HIPAA Compliance Clause and the Contract.
- g. ***Governing Law and Forum Selection.*** This Contract 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 Contract 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 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 PHI by the Business Associate, its workforce, any of its subcontractors, agents, or any third party who has received PHI 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 Contract, 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

Child and Family Services

200 I Street, S.E, Suite 3620

Washington, D.C. 20003

Attention: Dionne M. Bryant

Fax: 202-727-6333

- 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 Contract, 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.

Attachment

Exhibit A - Identity and Procedure Verification

Grantee Responsibilities

- a) The Grantee expressly agrees to comply with the principal requirements of the HIPAA Security Rule;
- b) The Grantee must agree to immediately notify CFSA of any breach in confidentiality. Notice should include not only an identification of all affected individuals, but also (a) a brief description of the breach; (b) the date that the breach occurred; (c) the date the Grantee discovered the breach; (d) the categories of PHI involved in the breach; (e) the status of the Grantee's investigation; and (f) the steps, if any, the Grantee has taken, or will take, to prevent a recurrence;
- c) The Grantee must agree to restrict the use, disclosure, or request for protected health information to a "limited data set". A limited data set is defined as protected health information that excludes a long list of identifying information regarding the individual including their name, all contact information, social security number, full face photograph, and insurance information.

Compliance

Compliance with applicable District licensing, tax laws and regulations is a prerequisite for grant award. Upon notification of grant award, the following documents must be submitted prior to execution of the grant agreement: W-9 Form, Basic Business License, Certificate of Good Standing, Certificate of Insurance, Articles of Incorporation or proof of not-for-profit status (e.g. Internal Revenue Service Determination Letter), where applicable.

Insurance

The Applicant, when requested, must show proof of all insurance coverage required by law and grant agreement at the time of application. The Applicant shall maintain general liability insurance, consistent with District law. The Applicant is responsible for adhering to the guidelines as defined by the District of Columbia Office of Contracts and Procurement.

- A. GENERAL REQUIREMENTS. The Grantee shall procure and maintain, during the entire period of performance under the Grant Agreement, the types of insurance specified below. The Grantee shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under the Grant Agreement. 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 Contracting Officer. 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 Grantee shall require all of its sub grantees to carry the same insurance required herein. The Grantee shall ensure that all policies provide that the Contracting Officer 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

Grantee shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

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

Employer's Liability Insurance. The Grantee shall provide 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.

3. Professional Liability Insurance (Errors & Omissions). The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$3,000,000 annual aggregate.
- B. DURATION. The Grantee shall carry all required insurance until all grant 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 grant.
- 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 GRANTEE'S LIABILITY UNDER THIS GRANT.
- D. GRANTEE'S PROPERTY. Grantee and sub grantees 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 Grantee shall include all of the costs of insurance and bonds in the grant price.
- F. NOTIFICATION. The Grantee shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- G. CERTIFICATES OF INSURANCE. The Grantee shall submit certificates of insurance giving evidence of the required coverage as specified in the Insurance Section prior to commencing work. Evidence of insurance shall be submitted to:

Agency Chief Contracting Officer
Child and Family Services Agency
200 I Street, SE, 2nd Floor
Washington, DC 20003

The Grantee shall require their insurance carrier of the required coverage to waive all rights of subrogation against the District, its Monitors, employees, agents, volunteers, contractors and subcontractors.

Audits

Each Grantee shall have an annual audit performed by an auditor who is independent from the staff person who authorizes expenditure of project funds. Whenever an audit shows that expenditures not allowable under the grant have been charged to the grant or that the Grantee has otherwise failed to discharge its obligation to account for the expenditure of grant funds, the Grant Officer shall disallow the expenditure of the funds.

At any time or times within the next twenty-four (24) months, CFSA may request the successful Applicant's expenditure statements, source documentation, and other audited financial records. By submission of their application, Applicants agree to comply with 29 DCMR § 8213.1 which requires grantees to maintain documents for three years from grant close-out.

Nondiscrimination in the Delivery of Services

In accordance with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, no person shall, on the grounds of race, color, religion, nationality, sex, or political opinion, be denied the benefits of, or be subjected to discrimination under any activity receiving these grant funds.

SECTION VI: PROGRAM SCOPE

CRP Objectives

Pursuant to sections 106(c)(4)(A)(i) and (ii) of CAPTA, each panel must evaluate the extent to which the State is fulfilling its child protection responsibilities in accordance with its CAPTA State plan by: (1) examining the policies, procedures and practices of State and local child protection agencies, and (2) reviewing specific cases, where appropriate. In addition, consistent

with section 106(c)(4)(A)(iii) of CAPTA, a panel may examine other criteria that it considers important to ensure the protection of children, including the extent to which the State and local CPS system is coordinated with the title IV-E foster care and adoption assistance programs of the Social Security Act.

In order to assess the impact of current procedures and practices upon children and families in the community and fulfill the above requirements, citizen review panels must provide for public outreach and comment (section 106(c)(4)(C) of CAPTA). Finally, each panel must prepare an annual report that summarizes the activities of the panel and makes recommendations to improve the CPS system at the State and local levels, and submit it to the State and the public (section 106(c)(6) of CAPTA).²

Grantee Responsibilities/Scope of Work

The Grantee is responsible for facilitating, supporting, and assisting in the implementation of all CRP activities and events. Additionally, the Grantee must provide support and administrative staff to assist with CRP duties. District of Columbia CRP members meet every first Wednesday of the month and the CRP facilitator must be present to assist with primary duties.

The Grantee must be able to recruit and appoint an individual who is capable of successfully executing the duties of the CRP Facilitator as set out in the Position Description (below).

Position Description

Grant funds will be used to subsidize activities related to facilitating and supporting the work of the CRP. Project responsibilities include, but are not limited to:

Substantive

- Serving as the CRP's fiscal agent with minimal finance and administrative charge.
- Providing the CRP with expert knowledge and advice on relevant child welfare issues.
- Providing substantive staff assistance to the CRP task forces, e.g. identifying model policies and procedures and best practices in child welfare, assisting with the collection of resource materials.
- Informing the CRP members of new or important developments in the field of child welfare, including reports, guides, and other publications; conferences and other events; important CFSA actions; DC Council hearings, reports; DC government actions and developments; Federal hearings, legislation, reports, and other developments.
- Improving and maintaining the CRP's website.

Administrative

- Scheduling and arranging the CRP monthly meetings, including formatting and disseminating (by email) meeting agendas, minutes, and background materials
- Producing hard copies of agendas and meeting materials.

² **Source/Date:** ACYF-CB-PI-99-09 (6/2/99); updated 3/22/06. **Legal and Related References:** Child Abuse Prevention and Treatment Act (CAPTA), as amended (42 U.S.C. 5101 et seq.) - section 106(c)

- Taking notes at meetings in order to draft minutes, for approval by Chair.
- Provide a copy of meeting minutes to CFSA within 30 days of the meeting.
- Providing administrative and logistical support to the CRP task forces.
- Responding to inquiries about the CRP and sending information materials to interested people within 48 hours of notification
- Forwarding membership inquiries and resumes of prospective applicants to the CRP's nominating committee chair; assisting in the identification and recruitment of new CRP members.
- Sending application materials to people at request of nominating committee.
- Submitting the required CAPTA annual report to CFSA and CAPTA.
- Sending the CRP's reports to dissemination list, and sending hard copies of reports to key officials.
- Creating and maintaining a filing system and other administrative procedures.
- Issuing checks at request of the CRP.
- Monitoring budget and making periodic reports to the CRP.
- Notify CFSA of remaining budget quarterly.

*Note: To carry out the substantive duties, the facilitator should demonstrate substantive knowledge of child welfare and CFSA. To carry out the administrative duties, the facilitator may need the assistance of an administrative support person.

Applicant Responsibilities/Scope of Work

In its proposal, the Applicant must demonstrate the ability to provide services required under the grant. In meeting those ends, the Applicant must meet, at a minimum, the following requirements:

1. The Applicant's program must be designed to meet the capacity requirements as outlined in the Program Scope.
2. Nothing in this RFA should conflict with any existing agreement between the Applicant and the District of Columbia Child and Family Services Agency. Further, nothing in this RFA relieves Applicant of any agreement or obligations with CFSA (see ELIGIBILITY INFORMATION).

The successful Applicant must also:

1. Complete three (3) hours of orientation provided by CFSA, which includes.
 - Background on the population of children served by CFSA.
 - Elements of child abuse and neglect.
 - The laws surrounding confidentiality and privacy.
 - Written materials summarizing the training.
2. Comply with the administrative, reporting and evaluation requirements of a grant agreement.
3. Abide by the confidentiality laws of the District.
4. Show and maintain proof of insurance that meets the requirements set forth herein.
5. Comply with 29 DCMR, Chapter 82.

The provisions of this Grant Agreement shall be governed and construed under the laws and regulations of the District of Columbia. The Grantee agrees to comply with the confidentiality statutes in the D. C. Official Code, as well as other applicable child protection laws including, but not limited to, mandated reporter statutes.

Staff Requirements

The Grantee shall maintain a complete CRP Facilitator written position description, including additional duties or responsibilities not listed as part of the CFSA-required Position Description. This must be included in the project files and be available for inspection on request. The Grantee must also take responsibility for devising a legally-compliant preferred candidate specification, which must include essential and *job-related*, knowledge, skills and abilities of the candidate. The Grantee will clearly specify the CRP Facilitator ‘hours of work’ and other working arrangements (such as flex-time, telecommuting), salary range (if the grant is to supplement other funds for a salary exceeding \$35,000), and CRP Facilitator individual performance evaluation criteria. The Grantee shall make all necessary arrangements to legally screen Facilitator position applications against the preferred standard for job-related knowledge, skills and abilities. The Grantee must also conduct hiring decision assessments including the use of thorough background checks, panel interviews (including interviews by the Chair and Vice Chair of the CRP), and seek three professional references, and assess by other legal means deemed helpful to the process, the appropriateness of candidates to the position of ‘CRP Facilitator’.

Prospective candidate(s) will authorize the Grantee to secure clearance through the Child Protection Register and the Police Department of the jurisdiction(s) in which they resided during the five years prior to employment under this grant, as well as clearance through the District of Columbia Metropolitan Police Department. This information shall be provided to CFSA prior to the CRP Facilitator’s hiring.

The Grantee shall maintain personnel files containing the application for employment, references, applicable credentials/certifications, and documentation of all training received, notation of any allegations of professional or other misconduct, Grantee's action with respect to the allegations and the date and reason if terminated from employment. All of these personnel materials shall be made available to the Grant Monitor upon request.

Training

The Grantee will ensure that the appointed candidate to the position of CRP Facilitator attends essential orientation contextual training provided by CFSA on the local child welfare system.

Performance Standards and Quality Assurance

The Grantee shall report on all CRP activities. At a minimum, data shall be kept on the diversity and expertise of CRP membership, dates, times and venues of scheduled meetings, meeting attendance, agenda and detailed meeting minutes, CRP decision-making, correspondence and records of action taken (see below).

Reporting & Evaluation

Grantee shall demonstrate the capacity to meet reporting requirements. The successful Grantee shall submit twice-yearly reports, each 6 months apart. At minimum, the reports shall include:

- Grant expenditures to date (broken down by category);
- Notify CFSA of remaining budget on a quarterly basis.
- Dates, times, locations of scheduled meetings and other CRP activities;
- Apologies submitted and decisions recorded;
- Changes to CRP membership including information about credentials of new members;
- Potential challenges or barriers and recommendations for improvement.

One of these two reports will constitute a comprehensive ‘Annual Report’ that will be due approximately 60 days from the end of the financial year.

Records

The Grantee shall keep accurate records of activities of the CRP.

The Grantee shall provide the Grant Monitor, and other authorized representatives of CFSA and the District Government, access to project and financial records as may be requested for monitoring purposes. To ensure confidentiality and security, records should be kept in a locked file controlled by appropriate Grantee staff. The Grantee shall retain records for at least three (3) years following final closeout of the grant. The Grantee shall in its application demonstrate an ability to ensure the confidentiality and security of records.

Monitoring

The CRP is an independent, non-partial entity solely charged with the enhancing the quality of local child welfare services, and as such its day-to-day operations are not monitored by CFSA or any other authority. CFSA will, however, remain responsible for the ongoing oversight of the business and financial aspects of the CRP, with particular regard to the appropriate use of these grant funds.

Disciplinary Action

Grantees shall, upon discovery, discipline or terminate any staff found to be in violation of the District’s drug and alcohol policy. In addition, Grantees shall document supervisory actions, conferences and personnel evaluations.

SECTION VIII: REVIEW AND SCORING OF APPLICATIONS

Applicant Review Panel

All grant applications will be reviewed by a panel. The review panel will be comprised of qualified professionals who have been selected for their expertise and knowledge of the child protection system, and the needs of the populations specific to this RFA. The review panel will review, score and rank each Applicant's proposal. Upon completion of its review, the panel shall make recommendations for awards based on the scoring process. The Director of CFSA or her designee shall make the final funding determination(s).

Scoring Criteria

Applicant(s) proposal submissions will be objectively reviewed against the following specific scoring criteria.

Criterion A: Theoretical and Technical Soundness of the Proposal (Total 25 Points)

1. The proposal clearly lays out how the target population will be served by the CRP, how the grant monies will be spent (salary plus other costs), and includes a sound and clear explanation of how the effectiveness of the CRP activities will be facilitated, supported, and enhanced **(15 Points)**
2. The proposed activities and work plan appear likely to result in the accomplishment of CRP objectives and outcomes consistent with the requirements presented in the Scope. **(10 Points)**

Criterion B: Organizational Capability and Relevant Experience (Total 30 Points)

1. The Applicant sets out a vision and a plan for successfully supporting and facilitating the CRP in the execution of its responsibilities and for the vital role the CRP Facilitator will play in providing expertise, information, and guidance to the CRP that will enhance the CRP's effectiveness. **(15 points)**
2. The Applicant's approach to CRP diversity is demonstrated (e.g. promoting a diverse panel membership - factors including but not limited to diversity based on race, ethnicity, economic power, gender, age, disability and health status, language, religion or sexual identity) **(5 points)**
3. The Applicant's commitment to securing best-quality CRP professional expertise is demonstrated (e.g. clear, unambiguous planning for panel membership comprised of credentialed community experts) **(5 points)**
4. The Applicant's capacity to administer all logistics on CRP activities is clearly demonstrated. **(5 points)**

Criterion C: Sound Fiscal Management and Reasonable Budget (Total 10 Points)

1. The Applicant provides evidence of sound fiscal management and financial stability and documents the availability of sufficient resources other than the grant funds to support the organization. **(10 Points)**

Criterion D: Overall Feasibility of the Project (Total 10 Points)

1. Applicant has demonstrated that the facilitation and support of CRP activities will be fully endorsed by the leadership team of the Applicant, and that CRP activities are congruent and compatible with the overall mission of the organization. **(10 points)**

Decision on Awards

The recommendations of the review panel are advisory only and are not binding on the Director of CFSA. The final decision on awards is vested solely with the Director of CFSA or her designee. After reviewing the recommendations of the review panel and any other information considered relevant, the Director of CFSA, or her designee, shall decide which Applicant to award funds and the amount to be funded.

The Agency reserves the right to accept or deny any or all applications if the Agency determines it is in the best interest of the Agency to do so. CFSA shall notify the Applicant in writing if its proposal is not selected for grant award.

Anticipated Announcement and Award Dates

Selection and notification of grant award is scheduled to occur no later than **Wednesday, January 4, 2017**. Notification of intent to award shall be sent directly from the Agency's Contracts and Procurement Administration only. Execution of a grant agreement is expected by **Wednesday, January 4, 2017**.

ATTACHMENT A - APPLICANT PROFILE

**Citizen Review Panel Facilitation
#DCRL-2017-U-0030**

Application is made for a grant under the above-mentioned Grant to the District of Columbia in the amount of and for the purpose stated herein. I certify that is application is true to the best of my knowledge, and if awarded the application will conform to the conditions set forth by the Agency of which this request is granted.

Applicant/Organization Name:

Type of Entity: For-Profit Non-Profit Other _____

Contact Person: Executive Director/President _____

Office Address: _____

Phone: _____

Email address: _____

Website URL: _____

Total Number to Be Served By Project: _____

Total Funds Requested: _____

Program Description:

Authorized Signature: The person signing below, who is an executive officer, is authorized by the Applicant to submit this application and has the legal authority to bind the Applicant to the expressed and inferred agreements herein.

ATTACHMENT B – ORIGINAL RECEIPT

Agency Chief Contracting Officer
Government of the District of Columbia
Child and Family Services Agency
Contracts and Procurement Administration
200 I Street, SE
Washington, DC 20003

FY2017 Citizen Review Panel Facilitation (RFA): #DCRL-2017-U-0030

CHILD AND FAMILY SERVICES AGENCY IS IN RECEIPT OF AN APPLICATION FROM:

(Contact Name/Please Print Clearly) _____
(Organization Name) _____
(Address, City, State, Zip Code) _____
(Phone) _____
(Email Address) _____
(Program Area) _____
(Amount Requested) \$ _____

CFSA USE ONLY

(1) ORIGINAL APPLICATION and (3) COPIES.

RECEIVED ON THIS DATE 12/__/2016 Please Indicate Time: _____

Received by: _____

APPLICATIONS RECEIVED AFTER 2:00 PM ON MONDAY, DECEMBER 19, 2016 WILL NOT BE FORWARDED TO THE REVIEW PANEL

ATTACHMENT C - STAFFING PLAN

Director Signature: _____ **Date:** _____

“Administration” or “Financial Management” lines, above, leave this line blank).

4. **Other Indirect/Overhead:** any other costs required for delivering the identified service, which can neither be classified in one of the above three indirect/overhead categories, nor in an “Other Direct Cost” category on Schedule 10. Attach explanation and documentation.

Submission of required budget information certifies the following:

- That the Applicant is able to maintain adequate files and records and can and will meet all reporting requirements;
- That all fiscal records are kept in accordance with Generally Accepted Accounting Principles (GAAP) and account for all funds, tangible assets, revenue, and expenditures whatsoever; that all fiscal records are accurate, complete and current at all times; and that these records will be made available for audit and inspection as required;
- That the Applicant is current on payment of all federal and District taxes, including Unemployment Insurance taxes and Workers’ Compensation premiums. This statement of certification shall be accompanied by a certificate from the District of Columbia Office of Tax and Revenue (OTR) stating that the entity has complied with the filing requirements of District of Columbia tax laws and has paid taxes due to the District of Columbia, or is in compliance with any payment agreement with OTR;
- That the Applicant has the demonstrated administrative and financial capability to provide and manage the proposed services and ensure an adequate administrative, performance and audit trail;
- That the Applicant has the financial resources and technical expertise necessary for the production, construction, equipment and facilities adequate to perform the grant or sub grant, or the ability to obtain them; and,
- That the Applicant has the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing and reasonably expected commercial and governmental business commitments.

As the duly authorized representative of the applications, I hereby certify that the Applicant will comply with the above Certifications.

Authorized Representative /Signature and Title

Date

ATTACHMENT E – STATEMENT OF CERTIFICATION

As the duly authorized representative of the applicant organization, the truth of which is sworn or attested to by the applicant, I hereby certify the following:

- a) The individuals, by
 - a) Name: _____
 - b) Title: _____
 - c) Address: _____
 - d) Phone number: _____who are authorized to negotiate with the Agency on behalf of the organization;
- b) That, if required by CFSA, the Applicant is able to secure a bond, in an amount not less than the total amount of the funds awarded, against losses of money and other property caused by fraudulent or dishonest act committed by any employee, board member, Monitor, partner, shareholder, or trainee;
- c) That the Applicant is not proposed for debarment or presently debarred, suspended, or declared ineligible, as required by Executive Order 12549, “Debarment and Suspension,” and implemented by 2 CFR 180, for prospective participants in primary covered transactions and is not proposed for debarment or presently debarred as a result of any actions by the District of Columbia Contract Appeals Board, the Office of Contracting and Procurement, or any other District contract regulating Agency;
- d) That the Applicant has a satisfactory record performing similar activities as detailed in the award or, if the grant award is intended to encourage the development and support of organizations without significant previous experience, that the Applicant has otherwise established that it has the skills and resources necessary to perform the grant;
- e) That the Applicant has a satisfactory record of integrity and business ethics;
- f) That the Applicant has the necessary organization, experience, accounting and operational controls, and technical skills to implement the grant, or the ability to obtain them;
- g) That the Applicant is in compliance with the applicable District licensing and tax laws and regulations;
- h) That the Applicant complies with provisions of the Drug-Free Workplace Act;
- i) That the Applicant meets all other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations; and
- j) The grantee agrees to indemnify, defend and hold harmless the Government of the District of Columbia and its authorized Monitors, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this grant or sub grant from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the District on account of any claim therefore, except where such indemnification is prohibited by law.

Authorized Representative/Signature and Title

Date

ATTACHMENT F – ACKNOWLEDGEMENT

Applicable District and Federal Statutes and Regulations Acknowledgement

The Grantee shall comply with all applicable District and Federal Statutes and regulations as may be amended from time to time including but not necessarily limited to:

- The Americans with Disabilities Act of 1990, Pub. L. 101-336, July 26, 1990, 104 Stat. 327 (42 U.S.C. 12101 et seq.)
- Rehabilitation Act of 1973, Pub. L. 93-112, Sept. 26, 1973, 87 Stat. 355 (29 U.S.C. 701 et seq.)
- The Hatch Act, Chap. 314, 24 Stat. 440 (7 U.S.C. 361 a et. seq.)
- The Fair Labor Standards Act, Chap. 676, 52 Stat. 1060 (29 U.S.C.201 et seq.)
- The Occupational Safety and Health Act of 1970, Pub. L. 91-596, Dce. 29, 1970, 84 Stat. 1590 (26 U.S.C. 651 et.seq.)
- The Hobbs Act (Anti-Corruption), chap 537, 60 Stat. 420 (see 18 U.S.C.Sec.201)
- Equal Pay Act of 1963, Pub. L. 88-38, June 10, 1963, 77 Stat.56 (29 U.S.C.201)
- Age Discrimination Act of 1975, Pub. L. 94-135, Nov. 28, 1975, 89 Stat. 728 (42 U.S.C.6101 et.seq.)
- Military Selective Service Act of 1973
- Title IX of the Education Amendments of 1972, Pub. L. 92-318, June 23, 1972, 86 Stat.235, (20 U.S.C. 1001)
- Immigration Reform and Control Act of 1986, Pub. L. 99-603, Nov 6, 1986, 100 Stat. 3359, (8 U.S.C. 1101)
- Executive Order 12459 (Debarment, Suspension and Exclusion)
- Medical Leave Act of 1993, Pub. L. 103-3, Feb. 5, 1993, 107 Stat. 6 (5 U.S.C. 6381 et seq.)
- District of Columbia Language Access Act of 2004, DC Law 15-414, D.C. Official Code_Sec.2-1931 et seq.)
- Lobbying Disclosure Act of 1995, Pub. L. 104-65, Dec 19, 1995, 109 Stat. 693, (31 U.S.C. 1352)

As the duly authorized representative of the application, I hereby certify that the Applicant will comply with the above Certifications, Licenses and Assurances

Authorized Representative Signature and Title

Date