

Government of the District of Columbia
Child and Family Services Agency

**REQUEST FOR APPLICATIONS (RFA)
DCRL-2019-U-0119**

**Fiscal Year 2020
Family Preservation Project**

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.

FAMILY PRESERVATION PROJECT

Pursuant to the Pursuant to the *Child and Family Services Agency Prevention Services Grants Act of 2019*, D.C. Law 17-199, (D.C. Law 2-22; D.C. Official Code § 4-1303.01 *et seq.*), the District of Columbia Child and Family Services Agency (“CFSA”) invites qualified applicants to submit applications for grant funding to develop and implement a program that provides legal advocacy for families known to CFSA, the “Family Preservation Project.”

The Family Preservation Project (FPP) will provide critical legal advocacy and, if possible, social work services to low-income families at risk of entering the abuse and neglect system and potentially having a child removed from the home. Through timely, coordinated legal support, CFSA and its partners are exploring the creation of a program for parents and caregivers. The FPP aims to prevent unnecessary removals and foster care placements, to minimize the emotional trauma caused by removal, to keep more children with their families when those families can care for them, and to allow the District’s foster care system to focus its resources on children who truly need its protection. The program shall serve to support families who are at risk of having a child removed from the home for which some targeted civil legal intervention is needed.

Up to one (1) grant will be awarded for a period of one (1) year. The grant may be renewed for up to four (4) additional years, subject to availability of funding. Anticipated total funding for the project will be up to \$200,000 in the first year. Applicants must demonstrate capacity to have the project fully functioning within forty-five (45) days following notification of the grant award.

Announcement Date: Friday, August 5, 2019

Request for Applications Release Date: Monday, August 19, 2019

Application Submission Deadline: 2:00 p.m., on Thursday, September 19, 2019

LATE APPLICATIONS WILL NOT BE FORWARDED TO THE REVIEW PANEL

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SECTION I: GENERAL INFORMATION

Background and Need

In the District of Columbia, the Child and Family Services Agency (CFSA) is the public child welfare agency (Title IV-E and IV-B) with the legal authority and responsibility to protect child victims, and those at risk of abuse and neglect. Like public child welfare agencies across the nation, CFSA protects children through four core functions: taking and investigating reports of child abuse/neglect; working with and strengthening families of child victims and those at risk; providing safe, temporary settings for children who cannot be safe in their homes; and ensuring children leave foster care for permanent homes. Among factors that distinguish District child welfare are:

- Both state and local functions within CFSA.
- Partial privatization, with private agencies under contract managing about half of the total caseload.
- Local statutes that allow youth to remain in the system to age 21, if necessary.

Since 2012, CFSA and the local child-serving community developed and rallied around a strategic agenda known as the Four Pillars. It is a bold offensive and strategically focused effort to improve outcomes for children, youth, and families involved with District child welfare. Each pillar represents an area ripe for improvement and features a values-based foundation, set of evidence-based strategies, and series of specific outcome targets.

- **Narrow the Front Door:** Children have the opportunity to grow up with their families and are removed from their families only when necessary to keep them safe. CFSA's priority is to reach out, locate, and engage relatives as resources for children and families who come to CFSA's attention. At the same time, CFSA is invested in expansion of a prevention strategy that provides resources families can access and use in their own communities without having to engage the child welfare system for help.
- **Temporary Safe Haven:** Foster care is a temporary safe haven, with planning for permanence beginning the day a child enters care. CFSA seeks relative placements first, followed by the most appropriate and homelike setting to keep children connected to their schools and communities. CFSA promotes and preserves maternal and paternal relationships and sibling connections through frequent, quality visits. Permanence is best achieved through a legal relationship such as reunification, guardianship, or adoption.
- **Well-Being:** Every child is entitled to a nurturing environment that supports healthy growth and development, good physical and mental health, and academic achievement. Most important, CFSA recognizes the impact of trauma on well-being and the role of the Agency and its partners in responding to children and families, many of whom have experienced significant trauma prior to becoming involved with child welfare. Several District agencies are aligning their priorities and resources to establish a seamless system of care to meet the mental health needs of children and families.

- **Exit to Positive Permanence:** Every child and youth exits foster care as quickly as possible for a safe, well-supported family environment or life-long connection. Older youth exit care with a minimum of a lifelong connection and the education and skills necessary to help them become successful, self-supporting adults. CFSA also offers community-based aftercare services to youth who have aged out of care.

CFSA is charged with promoting the safety, permanence and well-being of the District of Columbia's abused or neglected children and their families. We meet our mission by employing high quality social workers that provide assessment, case management and other support services, as well as contracting with a network of private providers and community-based services to provide placement, case management and other supports

SECTION II: AWARD INFORMATION

Source of Grant Funding

The funds currently made available are appropriated by the Council of the District of Columbia.

Amount of Award

The total amount available for funding shall not exceed \$200,000 in the first year (Fiscal Year 2020). CFSA intends to award up to one (1) grant for the Family Preservation Project. CFSA reserves the right to assign the amount of individual awards.

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

Start Dates and Periods

The term of the grant shall be for a period of one year from date of award, subject to appropriation of funds. Successful Applicant(s) must be prepared to sign the Grant Agreement within thirty (30) days of the award. At the end of the first year, the District may extend the term of this 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 this 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 markeeta.barnes@dc.gov, CFSA Contracts and Procurement Administration. Please reference **DCRL-2019-U-0119** in the subject line. Inquiries must be submitted on or before **Monday, September 9, 2019**.

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 **Friday, September 13, 2019**.

At any time, the Agency may suspend or terminate this RFA. 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

Application Forms and Content Format

Applicant Checklist

- 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. (IRS 1023 form) this document shall be agreed upon and signed by all board members.
- 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.
- **Balance Sheet:** the balance sheet can be obtained directly from the organization's financial system. This document is a snapshot of the organization's position at a point in time. The balance sheet includes assets, liabilities and net assets/equity. This financial statement will help the granting agency determine your organization's financial capabilities.
- **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 EEO, 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 **2:00 p.m., on Thursday, September 19, 2019.**
- 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:

- Applicant Profile (See Attachment A)
- Table of Contents (Not counted in page total)
- Application Summary (Not to exceed 2 pages)
- Original Receipt (Attachment B)
- Staffing Plan (Not counted in page total, See Attachment D)
- Program Budget & Budget Narrative (Not counted in page total, See Attachment E)
- Brief Program Overview
- Project Narrative (Not to exceed 10 pages)
- Evaluation Plan
- Collaboration
- Sustainability Plan
- Certifications, Licenses, and Assurances (Must be notarized)
- Organization, Experience and Qualifications of Applicant (Not to exceed 2 pages)
- Appendices (Resumes, Organization Chart, Position Descriptions) (Not counted in page total)
- Acknowledgement of District and Federal Statutes (Signature)
- Attachments

Applicants should feel free to submit fewer pages than recommended for that section.

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.

Applicant Profile

Each application must include an Applicant Profile, which identifies the applicant, type of organization, project service area and the amount of grant funds requested. **See Attachment A.**

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. Target population to be served (including ages and location);
2. Understanding needs of target population(s) to be served;
3. Program objectives for the RFA;
4. Specific service/programs to be provided;
5. Work plan for activities (specify the sequential steps that you plan to initiate);
6. Number of clients to be served over grant period;
7. Understanding of demographics of population being served;
8. Demonstrate your organization's capacity and past experience serving the target population to implement the proposed project.
9. Extent to which access barriers for the target population will be addressed;
10. How funds will be distributed consistent with the grant and monetary expenditures; and
11. 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:

- ❖ Equal Employment Opportunity
- ❖ Position Description & Specifications
- ❖ Tax Certification Affidavit (OTR/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.

- ❖ The Agency shall provide the citations to the statute and implementing regulations that authorize the grant or subgrant; all applicable federal and District regulations, such as OMB Circulars A-102, A-133, 2 CFR 225, 2 CFR 215; payment provisions identifying how the grantee will be paid for performing under the award; reporting requirements, including programmatic, financial and any special reports required by the granting Agency; and compliance conditions that must be met by the grantee.
- ❖ 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.

Submission Dates and Location

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 Thursday, September 19, 2019.** All applications will be recorded upon receipt. **Applications submitted at or after 2:01 p.m., on Thursday, September 19, 2019, 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 **Thursday September 19, 2019.** 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:

Markeeta Barnes, Contract Specialist
Contracts and Procurement Administration
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 **Thursday, September 19, 2019** at the above location. Applications arriving via messenger/courier services after the posted deadline of **2:00 p.m., on Thursday, September 19, 2019 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 V: 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 clients and their families. Funds shall support specific program-related activities for up to twelve (12) months per budget period, including costs associated with:

- Staff training
- Staff who will be administering the program (specify percentage of time dedicated to activities)
- Evaluation of program activities for up to 10% of the project budget

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. CFSA reserves the right to require modifications to the program budget prior to award.

SECTION III: ELIGIBILITY INFORMATION

Eligible Applicants

Governmental organizations are not eligible to apply for funding.

Applications will be accepted only from legal aid clinics or law firms which have demonstrated abilities to meet the needs identified in this RFA, and who are able to commit to implementing the program measures over the grant period.

Successful applicants shall demonstrate extensive experience with the target population including experience with child welfare cases and community outreach and advocacy. Successful applicants shall also provide services in accordance with all existing federal and District of Columbia laws, rules, and regulations, and consistent with policies, procedures and standards promulgated by the Child and Family Services Agency.

Target Recipient Audience

The target population is low-income, District of Columbia families with children at risk of entering the child welfare system for whom additional services could provide stable home environments or could facilitate the reunification of children with parents. The applicants shall identify the target population to be served by their proposed program. Services shall be offered District-wide. The proposed program shall be accessible and flexible to accommodate the needs of participants, including work schedules, child care arrangements and transportation. All individuals to be served under the FPP are residents of the District of Columbia.

Need for Funding

The District's foster care population has continued to decline since 2012. As of June 30, 2019 CFSA, was serving 845 children in foster care and children in their homes. Our approach to

service delivery is to strengthen those services and operations that are already in place, to identify additional service and resource requirements, and to develop and implement strategies to better meet the needs of the children and families who are at risk of entering or re-entering the District's child welfare system.

Many families who come to the attention of CFSA need assistance with legal advocacy. Referrals to the programs under the Family Preservation Project may include referrals from CFSA, self-referrals, court-ordered referrals or referrals initiated by community-based organizations. Services under the FPP are voluntary and provided at no cost to the participants. Applicants shall propose a strategy to identify and engage participants in services.

Cost Sharing or Match

No match required.

Other

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 VI: 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 BUSINESS ASSOCIATE COMPLIANCE

For the purpose of this agreement 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 ("HIPAA Regulations") and Contractor/Vendor, 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.

- a. The Business Associate represents and warrants to the Covered Entity: 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 [*Insert section number related to paragraphs (e) and (f) above under "Permitted Uses and Disclosures By Business Associate"*] 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.

2. 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 Agency
Wendy Singleton, FOIA Officer
Washington, DC 20003
Fax: 202-727-8886

- 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.

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 subgrantees 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) and Legal Malpractice Insurance. The Grantee shall provide Professional Liability Insurance (Errors and Omissions) and Legal Malpractice Insurance 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 subgrantees are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- 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:

Tara Sigamoni
Contracts and Procurement Administration
Child and Family Services Agency
200 I Street SE, 2nd Floor
Washington, DC 20003

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 VII: PROGRAM SCOPE

Program Description

The Child and Family Services Agency (CFSA) investigates reports of child abuse and neglect and provides child protection. Services include foster care, adoption, and supportive community-based services to enhance the safety, permanence, and well-being of abused, neglected, and at-risk children and their families in the District of Columbia. We seek to achieve the highest quality of community-based services, to increase the number of families who receive community-based preventive and support services, and to expand the network of resources providing services to at-risk children and their families.

As of June 30, 2019 CFSA, was serving 845 children in foster care and 1702 children in their homes. Our approach to service delivery is to strengthen those services and operations that are already in place, to identify additional service and resource requirements, and to develop and implement strategies to better meet the needs of the children and families who are at risk of entering or re-entering the District's child welfare system.

The target population is low-income, District of Columbia families with children at-risk of entering the child welfare system for whom additional services could provide stable home environments or could facilitate the reunification of children with parents. The Applicant will contact these parents and families through a variety of methods, including outreach to the community through written materials and in-person workshops and presentations. Priority will be given to those living at or below 200% of the federal poverty level.

The Family Preservation Project shall provide direct legal services to at least 80 families (with an emphasis on services related to family law or domestic violence protections, resolution of housing problems, and cases with a focus on benefits, income supports or other barriers that prevent obtaining or retaining employment) during the grant term.

The Family Preservation Project will provide critical legal advocacy and social work services to low-income families at risk of entering the child welfare system and potentially having a child removed from the home. The successful Applicant shall be responsible for coordinating legal support for parents and caregivers in an effort to prevent unnecessary removals and foster care placement, minimize the emotional trauma caused by removal and to provide an opportunity for children to remain with their parents, or with family members capable of caring for them when parents are not. The FPP was originally modeled in part after a similar, successful program in Detroit, Michigan founded in 2009, called the Detroit Center for Family Advocacy (CFA). CFA provides legal advocacy and social work services to low-income families to prevent the unnecessary placement and prolonged stay of children in foster care. The Detroit program uses legal tools—such as guardianship, child custody or personal protection orders, or educational advocacy—to allow family members to protect and provide for children without the need for expensive and traumatic out-of-family placement. CFA also assists kinship and other caregivers to overcome legal obstacles to adoption or permanent guardianship—thus allowing children to exit foster care.

Applicant Responsibility and Scope of Work

CFSA has experienced the value of leveraging legal interventions to support families, reduce risk for child abuse and neglect, and prevent the need for foster care placement. Often, early, successful legal intervention by the program would ameliorate, if not solve, the issue that places a family at risk.

For instance, if a child is threatened with the possibility of removal because of allegations that his mother is failing to protect him from experiencing or witnessing domestic violence in the home, the FPP could help the mother obtain a civil protection order, and the child will be able to stay home with her instead of being moved out to live with non-family members. Similarly, if the child is threatened with removal due to inadequate housing --for example, lack of heat in the winter or other major housing conditions – the FPP could initiate proceedings to have the landlord remedy the deficient housing conditions, fight the eviction case, or help effectuate a transfer to a larger or better-maintained dwelling, as appropriate. Often, assisting a parent in crisis through the process of transferring custody of her child to a trusted family member may be sufficient to avoid an incredibly disruptive and traumatic removal proceeding.

The FPP shall conduct an independent assessment of the situation and determine whether the legal or social work issue presented is one for which it can provide assistance. The FPP shall provide services to include but not limited to: checking for ethical conflicts with the contractor's prior clients, organizational conflicts, organizational capacity, as well as merit-based assessments of legal issues. Once a case is accepted, the FPP shall educate and work with the parent(s) or caregiver(s) and empower them with the legal tools they need to stem the risk of removal and keep the family together.

The FPP shall meet with CFSA staff to provide feedback on referrals, project outcomes and to make recommendations to improve the outcomes for families and their children. The FPP shall not reveal any information that would violate the attorney-client privilege existing between the applicant and clients.

The FPP shall be prepared to provide legal advocacy in the areas of guardianship and divorce proceedings. In addition, the FPP should also be prepared to refer clients to a pro-bono clinic in other jurisdictions when services cannot be provided in Washington, DC.

Program Objectives/Evaluation

During the grant period, CFSA and the Grantees shall jointly engage in a programmatic evaluation to determine the impact of services under the Family Preservation Project. CFSA and the Grantees shall jointly identify indicators to measure desired long-term outcomes. Such outcomes may include:

1. Absence of child maltreatment/involvement with CFSA post-intervention.
2. Satisfaction of parents with the program.
3. Enhanced ability of parents to self-advocate and problem solve, including:
 - Increased communication and positive family interaction.
 - Expanded network of social support.

Applicants must propose and demonstrate evaluation follow-up at 6, 12, and 18 months post-intervention.

No more than 10% of grant funds may be utilized for program evaluation. Applicants must include a detailed logic model specifying short-term and long-term outcomes. The Grantee shall participate fully in any CFSA-initiated or required program evaluations. In each subsequent year, an evaluation of all services provided under the grant agreement during the previous fiscal year shall be completed. Prior to the annual evaluation, CFSA and the Grantee shall jointly define the terms of the evaluation.

Applicant Responsibilities/Scope of Work

In its proposal, the Applicant must demonstrate the ability to provide services tailored to the target populations under the Family Preservation Project 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 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.

The successful applicant must also:

1. Complete 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 which includes detailed monthly billing statements for an accounting of work performed.
3. Abide by the confidentiality laws of the District, and not discuss the fact that the child is involved with the system with anyone other than the child's social worker or CFSA staff.
4. Report suspected child abuse and neglect to 202-671-SAFE (CFSA's Hotline).
5. Show and maintain proof of insurance that meets the requirements set forth herein.
6. 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 Applicant shall retain and maintain documentation that its staff, including volunteers, possesses adequate training and competence to perform the duties to which they have been assigned.

The Applicant shall maintain a complete written job description covering any positions funded in whole or in part through the grant, which must be included in the project files and be available for inspection on request. The job description shall include education, experience, and/or licensing/certification criteria, a description of duties and responsibilities, hours of work, salary range and/or stipend allowance, and performance evaluation criteria. If hiring staff for this grant project, the Applicant shall obtain written documentation of work experience and personal references.

The Applicant shall maintain an individual personnel file for any project staff member who will contain the application for employment, references, applicable credentials/certifications and documentation of all training received, notation of any allegations of professional or other

misconduct, applicant's action with respect to the allegations and the date and reason if terminated from employment or the grant program. All of these personnel materials shall be made available to the Grant Monitor or her designee upon request.

The Applicant shall ensure that all employees, volunteers, consultants and sub-contractors have been cleared through the Child Protection Registry and the Police Department of the jurisdiction(s) in which the staff member or volunteer resided during the five years prior to employment under this grant, as well as cleared through the District of Columbia Metropolitan Police Department, and the jurisdiction in which they will be providing services.

Training

The Applicant will be responsible for ensuring staff training and development are, at minimum, in compliance with licensure regulations and CFSA guidelines. The Applicant shall ensure training to program staff and volunteers on relevant child welfare topics, including but not limited to child abuse and neglect and the provision of community-based services.

Performance Standards and Quality Assurance

The Applicant shall monitor and evaluate all program activities. At a minimum, a semi-annual program evaluation shall include a review of the appropriateness, quality and timeliness of each service, as well as achievement of program objectives.

The Applicant shall be responsible for specific documentation of services provided to parents and families, and updates on both progress as well as any issues which may arise. The Applicant shall involve the participants in the development of project evaluations. When feasible, grant activities shall reflect concerns and suggestions offered by the program participants.

Monitoring

CFSA shall monitor and evaluate the performance of the Applicant according to the scope of work and related service delivery standards set forth in the Grant Agreement. The Grant Monitor or her designee will make periodic scheduled meetings with the Applicant to discuss the scope of work in relation to the services rendered to the target populations, and the relative success thereof.

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 55 Points)

1. The proposal clearly lays out who the target population will be, how the target population will be identified and engaged in the program, how the grant monies will be spent, and the measures which will be put in place to monitor program objectives. **(15 Points)**
2. The proposed activities and work plan appear likely to result in the accomplishment of project objectives and proposed outcomes consistent with requirements presented in the Program Scope. **(15 Points)**
3. The proposed program evaluation includes the impact of services provided to the target population. **(10 points)**
4. The application clearly identifies the process of engaging parents in services, including the oversight to monitor the effectiveness and appropriateness of how the program is structured, staffed and evaluated. **(15 Points)**

Criterion B: Organizational Capability and Relevant Experience (Total 35 Points)

1. The Applicant provides documentation that the proposed program will be fully supported by their organization's management and/or governing body and demonstrates that the proposed Family Preservation Project is compatible with the mission of the organization. **(5 Points)**
2. The Applicant demonstrates the knowledge and extensive experience with the target population relevant to the legal advocacy and related challenges facing parents and at-risk families who come into contact with the child welfare agency. Where appropriate, the Applicant demonstrates partnership with other community-based organizations that may have expertise in providing services to the target population. **(15 Points)**
 - The Applicant demonstrates competence in the provision of the services for which funding is requested and consistency with the values presented in the Program Scope.
 - The Applicant has relevant experience providing legal services to the target population.
 - Past performance serving the target population demonstrates current capacity to effectively develop and implement the proposed program.
 - The Applicant has experience administering a program equivalent to the current request for applications.

3. Cultural competency and appropriateness of services proposed are demonstrated. **(5 points)**
 - The Applicant has identified and has demonstrated an understanding of issues affecting the target population and provided concrete examples of cultural competency and appropriate provision of services to meet the target population's needs.
 - At least two (2) letters of support from community groups are provided that detail the collaborative relationship with the Applicant, as well as the Applicant's ability to provide services to the target population.

4. Capacity to administer the proposed program is demonstrated. **(10 points)**
 - The Applicant demonstrates the organizational capacity to deliver, monitor and administer the services.
 - The Applicant demonstrates the capacity to deliver services in the natural environment of the target population.

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. **(5 Points)**

2. The Applicant demonstrates that the proposed budget is reasonable, realistic, and consistent with the limitations in this RFA and will achieve project objectives. The budget should also reflect the administrative costs, and the number of families expected to receive services as a result of this grant. **(5 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(s) to award funds and the amount(s) to be funded. CFSA reserves the right to divide the grant award among multiple Applicants, in any amount. The award may reflect overall numbers, or be target population specific.

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

Notification of intent to award shall be sent directly from the Agency's Contracts and Procurement Administration only.

ATTACHMENT A - APPLICANT PROFILE

FY 2020 Family Preservation Project

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:

DCRL-2019-U-0119

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

Contact Person:

Executive/Director/President

Date

Office Address:

Phone/Fax:

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

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

**FY 2020 Family Preservation Project
DCRL-2019-U-0119**

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/Fax)
(Email Address)
(Program Area)
(Amount Requested)

CFSA USE ONLY

(1) ORIGINAL APPLICATION and (3) COPIES.

RECEIVED ON THIS DATE: **September** , 2019 Please Indicate Time:

Received by: _____

**APPLICATIONS RECEIVED AFTER 2:00 PM on THURSDAY, SEPTEMBER 19, 2019
WILL NOT BE FORWARDED TO THE REVIEW PANEL**

ATTACHMENT C - CERTIFICATIONS

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:

The individuals, by

Name: _____

Title: _____

Address: _____

Phone number: _____ who are authorized to negotiate with the Agency on behalf of the organization; 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; 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; 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; That the Applicant has a satisfactory record of integrity and business ethics; 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; That the Applicant is in compliance with the applicable District licensing and tax laws and regulations; That the Applicant complies with provisions of the Drug-Free Workplace Act; That the Applicant meets all other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations; and 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 D - STAFFING PLAN

Director Signature: _____ Date:

ATTACHMENT E - BUDGET

Applicants must also submit a Budget Narrative that explains in narrative form each proposed item in the attached budget, to the extent that such explanation or itemization is not already included in an attachment to a particular budget schedule. The Budget Narrative is an essential part of the budget submission.

Agency:
Date of Submission:

Project Manager:
 Telephone #:
 Email Address:

Category	Budgeted Amount	Justification (Narrative)
Personnel		
Fringe Benefits		
Travel/transportation		
Supplies/Minor Equipment		
Training		
Communications		
Occupancy Cost		
Other Direct Costs		
Indirect/overhead*		
Total:		

*** Indirect costs shall not exceed 10% of the overall budget and shall include the following categories:**

1. **Administration:** general organizational administration not associated with carrying out the specific service. This typically includes the salary, fringe benefits and overhead associated with a central administrative office. It includes a variety of activities not identifiable with program functions, but which are indispensable to their conduct and to the organization’s corporate existence.
2. **Financial Management:** the services of a qualified accountant and / or bookkeeper

necessary to carry out the identified service. (Note: If financial management services are included in the “Administration” line, above, leave this line blank).

3. **Audit:** the services of a qualified auditing organization to determine that all-accounting principles were followed in managing the finances associated with delivering the identified service. (Note: If audit services are included in the “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.

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.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
- 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 applications, I hereby certify that the applicant will comply with the above Certifications, Licenses and Assurances

Authorized Representative Signature and Title

Date