

District of Columbia  
Child and Family Services Agency (CFSA)  
Request for Applications (RFA)  
Citizen Review Panel (CRP) Facilitation

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**SECTION I: GENERAL INFORMATION**

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

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

The successful Applicant must demonstrate the capacity to undertake the full responsibilities of this role beginning in March 2022.

**Background and Need**

In order to effectively prevent and respond to child abuse and neglect concerns, the vital work of child protective services (CPS) and law enforcement professionals must be augmented by key community stakeholders actively working together toward the shared goal of keeping all children safe. Those key stakeholders include parents, relatives, caregivers and other concerned adults, attorneys and advocates, education and health care providers, religious organizations and other important community organizations such as those dedicated to meeting the challenges of domestic violence and substance abuse.

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

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

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

The membership of the District of Columbia CRP:

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

### **Target Population**

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

### **Eligible Organizations/Entities**

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

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

Governmental organizations are not eligible to apply.

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

## **SECTION II: AWARD INFORMATION**

### **Source of Grant Funding**

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

### **Number of Awards and Individual Amounts**

The total amount available for funding shall not exceed \$50,000 in the first year. The total available for the grant may be increased if additional funds become available.

CFSA intends to award up to one (1) grant. CFSA reserves the right to assign the amount of the individual grant award. The award shall not be less than \$15,000 or exceed \$50,000. Grant funds will subsidize the cost of approved budgeted expenditures (see Section IV, Use of Funds).

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

### **Start Dates and Periods**

The grant period will be effective for a period of up to one (1) year from date of execution, with a start date of March 15, 2022. Successful Applicant(s) must be prepared to sign the Grant Agreement within thirty (30) days of notification of the intent to award. The District may extend the term of the Grant Agreement for a period of four additional one-year option periods, or successive fractions thereof by written notice to the Grantee, should further appropriations be made available or funds from other sources be made available. The notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of the option. The District reserves the right to issue a new grant announcement.

## Explanations to Prospective Applicants

Inquiries regarding this RFA should be sent via email to [tyree.johnson@dc.gov](mailto:tyree.johnson@dc.gov), CFSA Contracts and Procurement Administration. Please reference **DCRL-2022-U-0056** in the subject line. Inquiries must be submitted on or before **Tuesday, January 25, 2022**. **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 **Tuesday, February 1, 2022**.

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

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

## SECTION III: APPLICATION AND SUBMISSION INFORMATION

### Applicant Checklist

- Table of Contents (Not counted in page total)
- Application Summary (Not to exceed 1 page)
- Project Narrative – Includes vision and plan for successfully executing the role of the CRP Facilitator & approach to diversity (Not to exceed 10 pages)
- Organization, Experience and Qualifications of Applicant (Not to exceed 2 pages)
- Staffing – Position descriptions for the CRP Facilitator and support person, if applicable, (Not counted in page total)
- Program Budget & Budget Narrative (Not counted in page total, See Attachment B)
- Appendices - Must include full CRP Facilitator Person Specification and Position Description (May also include Candidate Resumes and Organization Chart – Appendices not counted in page total)

### Application Content and Forms

The Applicant organization/entity has responded to all sections of the Request for Application (RFA).

- **The Applicant Profile:** found in Attachment A, contains all the information requested and is affixed to the front of the application.

- **The Conflict-of-Interest Policy:** A conflict of interest arises when a person in a position of authority over an organization, such as a director, officer, or manager, may benefit personally from a decision he or she could make. A conflict-of-interest policy consists of a set of procedures to follow to avoid the possibility that those in positions of authority over an organization may receive an appropriate benefit. The applicant must document their conflict-of-interest policy.
- **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, bookkeeping, and transaction comparison or review.
- **Program Budget:** the budget is complete and complies with the Budget form in Attachment B 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.
- **Financial Statements:** The Applicant shall provide a copy of its most recent and complete set of audited or unaudited financial statements available for their organization. If audited financial statements have never been prepared due to the size or newness of an organization, the applicant must provide, at a minimum, an Organizational Budget, an Income Statement (or Profit and Loss Statement), and a Balance Sheet certified by an authorized representative of the organization, and any letters, filings, etc. submitted to the IRS within the three (3) years before the date of the grant application.
- **Tax Exemption Letter (if applicable):** Provide a copy of your organization's tax status.
- **Appendices:** The appropriate appendices are included. Can include program descriptions, staff qualifications, individual resumes, licenses (if applicable), and other supporting documentation.

### **Application Format and Specifications**

- The application has 1-inch margins on all sides and is double-spaced, (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 Project Narrative section is complete and is within the 10-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 Applicant will submit a PDF version of their proposal via email to Tyree Johnson at [cfsa.grants@dc.gov](mailto:cfsa.grants@dc.gov).
- 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 application is submitted to Child and Family Services Agency, Contracts and Procurement Administration, no later than 2:00p.m., on the deadline date of February 8, 2022.

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:

### **Description of Application Sections**

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

### **Table of Contents**

The Table of Contents should list major sections of the application with page numbers indicated for each section.

### **Application Summary (1 page limit)**

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 (10-page limit)**

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

1. Understanding the needs of target population(s) and how the CRP is valuable;
2. Vision for successfully executing the role of the CRP Facilitator;

3. Work plan for activities.
4. Approach to recruitment of diverse panel members;
5. Extent to which access barriers for the target population will be addressed;
6. How funds will be distributed consistent with the grant and monetary expenditures; and,
7. Quality assurance mechanisms.

### **Organization, Experience and Qualifications of Applicant (2-page limit)**

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

### **Appendices**

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

- Position Description & Specifications

Such items may also include:

- Audited financial statement
- Indication of nonprofit corporation status
- Roster of the Board of Directors
- Proposed organizational chart for the project
- Organizational budget (as opposed to project budget)
- Letters of support or endorsements
- Staff resumes; and
- Planned job descriptions.

### **Request for Application Provisions**

- Funding for this award is contingent on continued funding from the grantor. The RFA does not commit the Agency to make an award.

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

### **Application Submission Date and Time**

Applications are due no later than 2:00 p.m., on February 8, 2022. Applications submitted at or after 2:01 p.m., February 8, 2022, 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 February 8, 2022. Applications must be emailed to [cfsa.grants@dc.gov](mailto:cfsa.grants@dc.gov).

It is the responsibility of the applicant to ensure all responses are received in a timely manner.

## **SECTION IV: PROGRAM AND ADMINISTRATIVE REQUIREMENTS**

### **Use of Funds**

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

- The CRP facilitator and administrative support salaries.
- All CRP supplies (including educational and administrative materials).
- Production of annual report.



- Costs associated with CRP meetings to include transportation reimbursement.
- Attendance by up to three (3) panel members at the National CRP Conference.
- Implementation of Panel community outreach activities.
- Indirect costs, not to exceed 10% of the overall budget.

### **Grant Agreement**

Applicant shall be required to sign a Grant Agreement prior to funds being transferred. The Grant Agreement outlines the necessary terms and conditions of the grant award. CFSA reserves the right to require modifications to the program budget prior to award. A Grant Agreement shall be finalized within thirty (30) days of notification of intent to award.

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

### **Target Recipient Audience**

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

## **SECTION V: GENERAL PROVISIONS**

### **Confidentiality of Records**

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

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

confidentiality statement for each current staff person who will be working under the Agreement.

## **HIPAA PRIVACY COMPLIANCE**

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

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

### 1. Definitions

- a. *Business Associate* means a person or entity, who performs, or assists in the performance of a function or activity on behalf of a covered entity or an organized health care organization in which the covered entity participates, involving the use or disclosure of individually identifiable health information, other than in the capacity of a workforce member of such covered entity or organization. A business associate is also any person or organization that provides, other than in the capacity of a workforce member of such covered entity, legal, actuarial, accounting, consulting, data aggregation, management, administration, accreditation, or financial services to or for the covered entity and receives individually identifiable health information from a covered entity or another business associate on behalf of a covered entity. In some instances, a covered entity may be a business associate of another covered entity.
- b. *Covered Entity* means a health plan, a health care clearinghouse, or a health care provider who transmits any health information in electronic form in connection with a transaction covered by 45 C.F.R. Parts 160 and 164 of 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:
- The medical records and billing records about individuals maintained by or for a covered health care provider;
  - The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
  - 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:
- 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
  - 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.
- 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;
- Is created or received by a health care provider, health plan, employer, or health care clearinghouse;
  - 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
  - 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*. The person designated by the Privacy and Security Official or one of the District of Columbia's designated health care components, and 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). The Covered Agency's privacy officer 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:
- Transmitted by, created or maintained in electronic media; or
  - Transmitted or maintained in any other form or medium;
  - Protected Health Information 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, and 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 Protected Health Information or electronic Protected Health Information (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 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 HITECH ACT (February 18, 2010), to maintain the security of the Protected Health Information and to prevent use or disclosure of such Protected Health Information other than as provided for by this Clause.
  - c. The Business Associate agrees to establish procedures for mitigating, and to mitigate to the extent practicable, any deleterious effects that are known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Clause.
  - d. The Business Associate agrees to report to Covered Entity, in writing, any use or disclosure of the Protected Health Information not permitted or required by this HIPAA Compliance Clause to the District Privacy Official or agency Privacy Officer within ten (10) days from the time the Business Associate becomes aware of such unauthorized use or disclosure.
    - i. The Business Associate agrees to ensure that any workforce member or any agent, including a subcontractor, agrees to the same restrictions and conditions that apply through this Clause with respect to Protected Health Information received

from the Business Associate, Protected Health Information created by the Business Associate, or Protected Health Information received by the Business Associate on behalf of the Covered Entity.

- ii. The Business Associate agrees to provide access within five business days, at the request of the Covered Entity or an Individual, as directed by the District Privacy Official or agency Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District of Columbia laws, rules and regulations, to Protected Health Information in a Designated Record Set, to the Covered Entity or an Individual, to facilitate the District's compliance with the requirements under 45 C.F.R. §164.524.
- iii. The Business Associate agrees to make any amendment(s) within five business days to the Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 in a format 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.
- iv. The Business Associate agrees to use the standard practices of the Covered Entity to verify the identification and authority of an Individual who requests the Protected Health Information in a Designated Record Set of a recipient of services from or through the Covered Entity. The Business Associate agrees to comply with the applicable portions of the Applicable Agency Identity and Procedure Verification Policy, attached hereto as Exhibit A and incorporated by reference.
- v. The Business Associate agrees to record authorizations and log such disclosures of Protected Health Information and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and applicable District of Columbia laws, rules and regulations.
- vi. The Business Associate agrees to provide to the Covered Entity or an Individual, within five (5) business days of a request **at a mutually agreed upon location, during normal business hours, and in a format designated** by the District Privacy Official or agency Privacy Officer and the duly authorized Business Associate workforce member, information collected in accordance with Paragraph (i) of this Section above, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and applicable District of Columbia laws, rules and regulations.

- vii. The Business Associate agrees to make internal practices, books, and records, including policies and procedures, and Protected Health Information, relating to the use and disclosure of Protected Health Information received from the Business Associate, or created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity, or to the Secretary, within five (5) business days of their request and **at a mutually agreed upon location, during normal business hours, and in a format designated** by the District Privacy Official or agency Privacy Officer and the duly authorized Business Associate workforce member, or in a time and manner designated by the Secretary, for purposes of the Secretary in determining compliance of the Covered Entity with the Privacy Rule.
  - viii. The Business Associate may aggregate Protected Health Information in its possession with the Protected Health Information of other Covered Entities that Business Associate has in its possession through its capacity as a Business Associate to 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 Protected Health Information of one Covered Entity to another Covered Entity absent the explicit written authorization and consent of the Privacy Officer or a duly authorized workforce member of the Covered Entity.
  - ix. Business Associate may de-identify any and all Protected Health Information provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b). Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute Protected Health Information and is not subject to the terms of this HIPAA Compliance Clause.
4. Permitted Uses and Disclosures by the Business Associate
- a. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate HIPAA 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 Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
  - c. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that the disclosures are Required By Law, or the

Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used, or further disclosed, only as Required By Law, or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it has knowledge that the confidentiality of the information has been breached.

- d. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information to provide Data Aggregation services to the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- e. Business Associate may use Protected Health Information to report violations of the Law to the appropriate federal and District of Columbia authorities, consistent with 45 C.F.R. § 164.502(j)(1).
5. 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 files 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.
- a. With respect to the subset of PHI known as electronic PHI (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.
  - b. 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, upon

request, provide the key or keys to decrypt such information and will otherwise assure that such PHI is accessible.

- c. 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 the Covered Entity of any software standards or specifications not compliant with the HIPAA Regulations.
- d. At the request of the Covered Entity, the Business Associate agrees to amend this agreement to comply with all HIPAA mandates.

6. 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.

7. Obligations of the Covered Entity

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

accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect the use or disclosure of Protected Health Information by the Business Associate.

8. Permissible Requests by Covered Entity

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

9. Representations and Warranties.

The Business Associate represents and warrants to the Covered Entity:

- a. That it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this HIPAA Compliance Clause and it, its employees, agents, subcontractors, representatives and members of its workforce are licensed and in good standing with the applicable agency, board, or governing body to perform its obligations hereunder, and that the performance by it of its obligations under this HIPAA Compliance Clause has been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws;
- b. That it, its employees, agents, subcontractors, representatives and members of its workforce are in good standing with the District of Columbia, that it, its employees, agents, subcontractors, representatives and members of its workforce will submit a letter of good standing from the District of Columbia, and that it, its employees, agents, subcontractors, representatives and members of its workforce have not been de-barred from being employed as a contractor by the federal government or District of Columbia;
- c. That neither the execution of this HIPAA Compliance Clause, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance hereunder. The Business Associate represents and warrants to the Covered Entity that it will not enter into any agreement the execution or performance of which would violate or interfere with this HIPAA Compliance Clause;
- d. That it is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary petition, and is not aware of any claim for the filing of an involuntary petition;
- e. That all of its employees, agents, subcontractors, representatives and members of its workforce, whose services may be used to fulfill obligations under this HIPAA Compliance Clause are or shall be appropriately informed of the terms of this HIPAA Compliance Clause and are under legal obligation to the Business Associate, by

- contract or otherwise, sufficient to enable the Business Associate to fully comply with all provisions of this HIPAA Compliance Clause. Modifications or limitations that the Covered Entity has agreed to adhere to with regards to the use and disclosure of Protected Health Information of any individual that materially affects or limits the uses and disclosures that are otherwise permitted under the Privacy Rule will be communicated to the Business Associate, in writing, and in a timely fashion;
- f. That it will reasonably cooperate with the Covered Entity in the performance of the mutual obligations under this Agreement;
  - g. That neither the Business Associate, nor its shareholders, members, directors, officers, agents, subcontractors, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or District healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or District law (including without limitation following a plea of *nolo contendere* or participation in a first offender deferred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or District healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, District or local government agency, (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. The Business Associate further agrees to notify the Covered Entity immediately after the Business Associate becomes aware that any of the foregoing representations and warranties may be inaccurate or may become incorrect

10. 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 Protected Health Information provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is confidentially destroyed or returned to the Covered Entity within five (5) business days of its request. The Protected Health Information 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 Protected Health Information, 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 Protected Health Information 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, Protected Health Information 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.
  - iii. If neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary.
- c. *Effect of Termination.*
- i. Except as provided in paragraph (ii) of this section, upon termination of the Contract, for any reason, the Business Associate shall return in **a mutually agreed upon format or confidentially destroy** all Protected Health Information received from the Covered Entity or created or received by the Business Associate on behalf of the Covered Entity within five (5) business days of termination. This provision shall apply to Protected Health Information that is in the possession of ALL subcontractors, agents or workforce members of the Business Associate. The Business Associate shall retain no copies of Protected Health Information in any form.
  - ii. In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make the return or confidential destruction infeasible. Upon determination by the agency Privacy Officer that the return or confidential destruction of the Protected Health Information is infeasible, the Business Associate shall extend the protections of this HIPAA Compliance Clause to such Protected Health Information and limit further uses and disclosures of such Protected Health Information for so long as

the Business Associate maintains such Protected Health Information. The obligations outlined in Section 2. Obligations and Activities of Business Associate will remain in force to the extent applicable.

10. Miscellaneous

- a. *Regulatory References.* A reference in this HIPAA Compliance Clause to a section in the Privacy Rule means the section as in effect or as amended.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this HIPAA Compliance Clause from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and HIPAA. Except for provisions required by law as defined herein, no provision hereof shall be deemed waived unless in writing and signed by duly authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this HIPAA Compliance Clause.
- c. *Survival.* The respective rights and obligations of the Business Associate under Section 9. Term and Termination of this HIPAA Compliance Clause and Sections 9 and 20 of the Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts, effective March 2007, shall survive termination of the Contract.
- d. *Interpretation.* Any ambiguity in this HIPAA Compliance Clause shall be resolved to permit the Covered Entity to comply with applicable federal and District of Columbia laws, rules and regulations, and the Privacy Rule, and any requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable federal and District of Columbia laws, rules and regulations shall supersede the Privacy Rule if, and to the extent that they impose additional requirements, have requirements that are more stringent than or provide greater protection of patient privacy or the security or safeguarding of Protected Health Information than those of HIPAA and its Privacy Rule.

The terms of this HIPAA Compliance Clause amend and supplement the terms of the 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 Protected Health Information, and to an accounting of the uses and disclosures thereof, in accordance with Paragraphs (2) (f), (g) and (j), nothing in the HIPAA Compliance Clause gives, is intended to give, or shall be construed to give or 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 Protected Health Information by the Business Associate, its workforce, any of its subcontractors, agents, or any third party who has received Protected Health Information from the Business Associate.

- j. *Assistance in litigation or administrative proceedings.* The Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or its workforce assisting the Business Associate in the fulfillment of its obligations under this HIPAA Compliance Clause and the 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:**

Applicant:  
Privacy Officer:  
Address:  
Phone:

**If to the Covered Entity, to:**

Child and Family Services Agency  
200 I Street, SE, 3<sup>rd</sup> Floor  
Washington, DC 20003  
Attention: Dionne Bryant  
Mobile: 202-812-2609  
Fax: 202-727-6333

- l. *Headings.* Headings are for convenience only and form no part of this HIPAA Compliance Clause and shall not affect its interpretation.
- m. *Counterparts; Facsimiles.* This HIPAA Compliance Clause may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.
- n. *Successors and Assigns.* The provisions of this HIPAA Compliance Clause shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns, if any.



- o. *Severance.* In the event that any provision of this HIPAA Compliance Clause is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this HIPAA Compliance Clause will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this HIPAA Compliance Clause fails to comply with the then-current requirements of the Privacy Rule, such party shall notify the other Party in writing, in the manner set forth in Section 10. Miscellaneous, Paragraph k. Notices. Within ten (10) business days from receipt of notice, the Parties shall address in good faith such concern and amend the terms of this HIPAA Compliance Clause, if necessary to bring it into compliance. If, after thirty (30) days, the HIPAA Compliance Clause fails to comply with the Privacy Rule, then either Party has the right to terminate this HIPAA Compliance Clause upon written notice to the other Party.
- p. *Independent Contractor.* The Business Associate will function as an independent contractor and shall not be considered an employee of the Covered Entity for any purpose. Nothing in this HIPAA Compliance Clause shall be interpreted as authorizing the Business Associate workforce, its subcontractor(s) or its agent(s) or employee(s) to act as an agent or representative for or on behalf of the Covered Entity.
- q. *Entire Agreement.* This HIPAA Compliance Clause, as may be amended from time to time pursuant to Section 10. Miscellaneous, Paragraph b. Amendment, which incorporates by reference the Contract, and specific procedures from the District of Columbia Department of Health Privacy Policy Operations Manual, constitutes the entire agreement and understanding between the Parties and supersedes all prior oral and written agreements and understandings between them with respect to applicable District of Columbia and federal laws, rules and regulations, HIPAA and the Privacy Rule, and any rules, regulations, requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary.

### **Grantee Responsibilities**

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

## **Compliance**

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

## **Insurance**

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

- A. **GENERAL REQUIREMENTS.** The Grantee shall procure and maintain, during the entire period of performance under the Grant Agreement, the types of insurance specified below. The Grantee shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under the Grant Agreement. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Grantee shall require all of its sub grantees to carry the same insurance required herein. The Grantee shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Grantee shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.
1. Commercial General Liability Insurance. The Grantee shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation.
  2. Automobile Liability Insurance. The Grantee shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction

- with the performance of this grant. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. 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.
  4. 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.
  5. Umbrella or Excess Liability Insurance. The Grantee shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$1,000,000 per occurrence, including the District of Columbia as additional insured.
  6. Professional Liability Insurance (Errors & Omissions). The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Grant. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$3,000,000 annual aggregate.
- B. DURATION. The Grantee shall carry all required insurance until all grant work is accepted by the District and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this grant.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE GRANTEE'S LIABILITY UNDER THIS GRANT.
- D. GRANTEE'S PROPERTY. Grantee and sub grantees are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the grant price.
- F. NOTIFICATION. The Grantee shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- G. CERTIFICATES OF INSURANCE. The Grantee shall submit certificates of insurance giving evidence of the required coverage as specified in the Insurance Section prior to commencing work. Evidence of insurance shall be submitted to:

Agency Chief Contracting Officer  
Child and Family Services Agency

200 I Street, SE, 2<sup>nd</sup> Floor  
Washington, DC 20003

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

### **Audits**

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

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

### **Nondiscrimination in the Delivery of Services**

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

## **SECTION VI: PROGRAM SCOPE**

### **CRP Objectives**

Pursuant to sections 106(c)(4)(A)(i) and (ii) of CAPTA, each panel must evaluate the extent to which the State is fulfilling its child protection responsibilities in accordance with its CAPTA State plan by: (1) examining the policies, procedures and practices of State and local child protection agencies, and (2) reviewing specific cases, where appropriate. In addition, consistent with section 106(c)(4)(A)(iii) of CAPTA, a panel may examine other criteria that it considers important to ensure the protection of children, including the extent to which the State and local CPS system is coordinated with the title IV-E foster care and adoption assistance programs of the Social Security Act.

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

### **Grantee Responsibilities/Scope of Work**

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

### **Position Description**

Grant funds will be used to pay for costs associated with facilitating and supporting the work of the CRP. Project responsibilities include, but are not limited to:

#### **General responsibilities of the coordinator include, but are not limited to:**

- Serving as the liaison between the CRP and CFSA to support the mission of the CRP and any project implementation.
- Providing the CRP with expert knowledge and advice on current child welfare issues, particularly current issues relevant to the District of Columbia.
- Informing the CRP members of local and national developments in the field of child welfare, such as relevant legislation, regulations, policies, reports, guides, and other publications; conferences, DC Council hearings, town hall meetings and other community events.

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

- Conducting an annual review of the bylaws to ensure they provide clear direction for general CRP operations and a framework for carrying out the duties of the CRP.
- Revising the bylaws as needed in collaboration with the CRP members.
- Providing technical assistance to the CRP, including research and evaluation, gathering, and analyzing data, developing presentation and training materials, report writing, addressing panel member concerns.
- Establishing relationships with local universities to engage graduate students for research assistance and project support.
- Identifying, hiring, and paying facilitators, speakers, and researchers as needed by CRP.
- Drafting, editing, and submitting the CRP Annual Report based on the content and direction of the panel members.

**Planning and Logistical responsibilities include, but are not limited to:**

- Scheduling and arranging the CRP bimonthly meetings, annual retreat, and strategic planning session.
- Assist subcommittees with scheduling relevant meetings, interviews, focus groups (developing doodle polls, monitoring emails with availability, sending calendar invites)
- Creating meeting agendas in partnership with the Chair and including all meeting materials/resources as attachments to meeting invitations and providing hard copies at in-person meetings.
- Monitoring attendance and participation of members and following up with members who do not attend.
- Submitting the agenda for posting to the DC Register in accordance with the DC office of Documents and Administrative Issuances annual publication schedule.
- Complying with the requirements of the Open Meetings Act (OMA), in providing proper notice of meetings on the District of Columbia Register, recording meetings, as well as posting of meeting minutes on the CRP website.
- Taking notes at meetings to draft minutes, for approval by the Chair.
- Post meeting minutes to the CRP website and provide a copy of meeting minutes to CFSA within 30 days of the meeting.
- Responding to inquiries and requests concerning the CRP within 48 hours.
- Submitting the required CRP annual report to CFSA by April 30 of each year to allow CFSA in turn to submit it the Administration for Children and Families as part of the Annual Progress and Services Report.

- Creating and maintaining a filing system and other administrative procedures.
- Ensuring that the CRP website remains updated and is monitored consistently to include all historical documents and reports and listing of current Panel members and contact information.
- Ordering food and supplies for any CRP or task force events, conferences, trainings. Coordinating the delivery and set up of meetings, conferences, and trainings.

**Recruitment and Training responsibilities of the coordinator include, but are not limited to:**

- Leading recruitment efforts to ensure CRP membership remains at the 15-member capacity. Eight (8) public members who are appointed by the Mayor, and seven (7) public members who are appointed by the DC City Council by resolution
- Assisting in the identification and targeted recruitment of CRP members that represent a diversity in gender, race, profession, knowledge, skills, and experiences. Efforts should be made to ensure membership represents all eight Wards in the District of Columbia.
- Setting up a process and structures necessary to recruit, select and nominate qualified candidates for appointment to the panel.
- Implementing and overseeing the CRP membership recruitment, selection, nomination and on-boarding process.
- Participating in selected child welfare preservice and in-service training modules at CFSA to stay up to date on Agency policies and practices.
- Providing training and support to the chair and co-chair on leadership skills, meeting facilitation, engagement, working with volunteers and Robert's Rule of Order.
- Participating in DC Government Ethics training and OMA training once per grant year and ensuring all Panel members participate in said trainings once per individual term.

**Project management responsibilities include, but are not limited to:**

- Coordinating and facilitating the annual strategic planning session.
- Facilitating the development of research projects, work plans and implementation plans.
- Monitoring and updating workplans and implementation plans as needed.
- Organizing and supporting sub-committees to support research as needed.
- Facilitating the development of recommendations based on research findings and planning a briefing to review findings and recommendations with CFSA.

**Financial management responsibilities include, but are not limited to:**

- Issuing payments at the request of the CRP as needed and upon receipt of funds by CFSA. The Grantee will not advance funds on behalf of the CRP or incur expenditures beyond what is currently approved in the budget (Attachment B) such as:
  - Expenses associated with Panel meetings
    - Travel reimbursements to Panel members for transportation to Panel meetings
    - Payment for conference fees, airline tickets, ground transportation, meals, and hotel costs for up to three Panel members to attend the National CRP Conference
    - Costs associated with Panel's public outreach meeting/town hall event
    - Notifying CFSA of remaining budget on a quarterly basis, with a report due 15 days after each quarter ends.
    - Monitoring the budget and making bimonthly reports to the CRP during bimonthly meetings.

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

**Applicant Responsibilities/Scope of Work**

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

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

The successful Applicant must also:

1. Complete three (3) hours of orientation provided by CFSA, which includes:
  - Background on the federal and local requirements for a Citizen Review Panel.
  - Introduction to requirements of the Mayor's Office of Talent and Appointments (MOTA).
  - Review of previous deliverables.
  - The laws surrounding confidentiality and privacy.
  - Written materials summarizing the orientation.



2. Comply with the administrative, reporting and evaluation requirements of a grant agreement.
3. Abide by the confidentiality laws of the District.
4. Show and maintain proof of insurance that meets the requirements set forth herein.
5. Comply with 29 DCMR, Chapter 82.

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

### **Staff Requirements**

The Grantee shall maintain a complete CRP Facilitator written position description, including additional duties or responsibilities not listed as part of the CFSA-required Position Description. This must be included in the project files and be available for inspection on request. The Grantee must also take responsibility for devising a legally compliant preferred candidate specification, which must include essential and *job-related*, knowledge, skills and abilities of the candidate. The Grantee will clearly specify the CRP Facilitator ‘hours of work’ and other working arrangements (such as flex-time, telecommuting), salary range (if the grant is to supplement other funds for a salary exceeding \$30,000), and CRP Facilitator individual performance evaluation criteria. The Grantee shall make all necessary arrangements to legally screen Facilitator position applications against the preferred standard for job-related knowledge, skills and abilities. The Grantee must also conduct hiring decision assessments including the use of thorough background checks, panel interviews (including interviews by the Chair and Vice Chair of the CRP), and seek three professional references, and assess by other legal means deemed helpful to the process, the appropriateness of candidates to the position of ‘CRP Facilitator’.

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

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

### **Training**

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

### **Performance Standards and Quality Assurance**

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

### **Reporting & Evaluation**

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

- Grant expenditures to date (broken down by category).
- Dates, times, locations of scheduled meetings and other CRP activities.
- apologies submitted, and decisions recorded.
- Changes to CRP membership including information about credentials of new members.
- Potential challenges or barriers and recommendations for improvement.

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

### **Records**

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

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

### **Monitoring**

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

## **Disciplinary Action**

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

## **SECTION VIII: REVIEW AND SCORING OF APPLICATIONS**

### **Applicant Review Panel**

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

### **Scoring Criteria**

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

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

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

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

1. The Applicant sets out a vision and a plan for successfully supporting and facilitating the CRP in the execution of its responsibilities and for the vital role the CRP Facilitator will play in providing expertise, information, and guidance to the CRP that will enhance the CRP's effectiveness. **(15 points)**
2. The Applicant's approach to CRP diversity is demonstrated (e.g., promoting a diverse panel membership - factors including but not limited to diversity based on race, ethnicity, economic power, gender, age, disability and health status, language, religion or sexual identity and orientation) **(5 points)**

3. The Applicant's commitment to securing qualified individuals with relevant expertise is demonstrated (e.g., clear, unambiguous planning for panel membership comprised of credentialed community experts) **(5 points)**
4. The Applicant's capacity to administer all logistics on CRP activities is clearly demonstrated. **(5 points)**

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

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

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

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

**Decision on Awards**

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

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

**Anticipated Announcement and Award Dates**

Selection and notification of grant award is scheduled to occur no later than March 1, 2022. Notification of intent to award shall be sent directly from the Agency's Contracts and Procurement Administration only. Execution of a grant agreement is expected by March 15, 2022.

## ATTACHMENT A - APPLICANT PROFILE

### Citizen Review Panel Coordinator #DCRL-2022-U-0056

*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.*

<b>Applicant/Organization Name:</b>			
<b>Type of Entity:</b>	<input type="checkbox"/> For-Profit	<input type="checkbox"/> Non-Profit	<input type="checkbox"/> Other
<b>Contact Person:</b>			
<b>Title:</b>			
<b>Address:</b>			
<b>Phone:</b>			
<b>Email address:</b>			
<b>Website URL:</b>			
<b>Total Funds Requested:</b>			

## ATTACHMENT B - BUDGET

Applicants must 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.

Category	Budgeted Amount
Salaries and Fringe	
Supplies	
Website hosting and maintenance	
Meeting costs	
Transportation and Childcare	
Community Forum	
CRP National Conference	
Other	
<b>TOTAL DIRECT</b>	
Indirect/overhead*	
<b>TOTAL GRANT</b>	

\* 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.