

**Government of the District of Columbia
Child and Family Services Agency**

**REQUEST FOR APPLICATIONS (RFA)
DCRL-2021-U-0097**

**Fiscal Year 2022
Families First DC Program**

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

Late Applications Will Not Be Forwarded to the Review Panel.

DEADLINES AND IMPORTANT DATES

<u>Announcement Date:</u>	Tuesday September 14, 2021
Request for Applications Release Date:	Friday September 17, 2021
Pre-Application Meeting:	Friday September 24, 2021
Application Submission Deadline:	Tuesday, October 26, 2021
<u>Award Announcement By:</u>	Friday, December 17, 2021

LATE APPLICATIONS WILL NOT BE FORWARDED TO THE REVIEW PANEL

Pursuant to the *Child and Family Services Agency Prevention Services Grants Act of 2019*, D.C. Law 17-199, (D.C. Law 2-22; D.C. Official Code § 4-1303.01 *et seq.*), the District of Columbia

2

Government of the District of Columbia
Child and Family Services Agency

Child and Family Services Agency (“CFSA”) invites qualified applicants to submit applications for grant funding to develop and implement a community-driven, place-based initiative that will focus on multiple aspects of a family’s life to improve well-being and stability in Ward 5’s Carver-Langston and Ward 8 Washington Highlands neighborhood.

The initiative will be part of Families First DC, a neighborhood-based, community-led approach aimed at reducing disparities and creating stronger, more resilient families through meaningful access to District services. On October 1, 2020, Families First DC launched five Family Success Centers in Ward 7 and five Family Success Centers in Ward 8. In FY22, the District seeks to expand the reach of the Family Success Center model to neighborhoods in Ward 5 to support the community to design services and supports to strengthen families.

The District’s success as a whole is defined by the success of those who have historically been left behind. Communities within Wards 5, 7, and 8 have a disproportionate burden of poor socioeconomic (poverty, crime, unemployment) outcomes. For example, residents in Wards 7 and 8 have the lowest median household income, the highest unemployment rate, the highest percentage of adults without a high school diploma and the highest total violent crime rate in the city. Furthermore, these neighborhoods, where many of the District’s youngest children live, have high rates of poor birth outcomes, poverty, substance use, and child abuse and neglect. Many of these factors are heavily influenced by social determinants of health. Social determinants of health are the conditions in which people are born, grow, work, live, and age, and the wider set of forces and systems shaping the conditions of daily life. They include factors like socioeconomic status, education, the physical environment, employment, social support networks, and access to health care.

Research and administrative data show that residents in Ward 5, including the Carver-Langston neighborhood, mimic similar disproportionate burden socioeconomic (poverty, crime, unemployment) outcomes as Wards 7 and 8. The proposed grant extends the Families First DC’s neighborhood-based, whole family approach to vulnerable families who live in the neighborhood of Carver-Langston and Washington Highlands.

Currently, Families First DC is designed to disrupt the way services are delivered in ten neighborhoods where barriers to well-being, economic opportunity, and achievement are most acute. Research from the child welfare field is increasingly showing that a community approach can enhance family functioning. By enhancing the safety net available to families within the communities where they live, the goal is to create an environment that enhances the parent’s ability to make good decisions for their families.

Funding is being made available for Ward 5 and 8 under the American Rescue Plan of 2021, an economic stimulus bill passed by the 117th United States Congress and signed into law by President Joe Biden on March 11, 2021. Services will be focused on residents residing in the target area in Ward 5's Carver-Langston neighborhood and Ward 8's Washington Highlands, with an emphasis on families not yet involved with the child welfare system. However, services can be accessed by any resident across the District.

Funds will support the cost of planning for and implementation of community-driven, place-based initiatives focusing on multiple aspects of a family's life to improve well-being and stability. An evidence-based model will be used to provide services to children and families. The Applicant will provide a plan that includes the number of families estimated to be served within each year of the grant period and how outreach will be conducted.

Selection and notification of grant award is scheduled to occur no later December 17, 2021. One grant shall be awarded per focus area. Anticipated total funding available will be up to one-year base with the potential of up to for up to four option years. The Applicant must demonstrate the capacity to have a community engagement planning process and be fully implemented 30 days post award.

TABLE OF CONTENTS

SECTION I: GENERAL INFORMATION	8
Background and Need.....	8
SECTION II: AWARD INFORMATION	11
Source of Grant Funding.....	11
Amount of Award.....	12
Number of Awards and Individual Amounts.....	12
Performance and Funding Period.....	12
Non-Supplementation.....	12
SECTION III: SUBMISSION INFORMATION	12
Application Forms and Content Format.....	12
Applicant Checklist.....	12
SECTION IV: APPLICATION REQUIREMENTS	14
Project Narrative.....	15
Applicant Profile.....	15
Table of Contents.....	15
Application Summary.....	15
Project Description.....	15
Organization, Experience and Qualifications of Applicant.....	16
Needs Assessment.....	16
Partnerships Description.....	16
Performance Monitoring and Evaluation.....	17
Project Attachments.....	19
Logic Model.....	19
Work Plan.....	19
Partnerships Documentation.....	19
Organizational Information.....	19
Project Budget.....	20
Appendices.....	20
Request for Application Provisions	20
Application Identification.....	21
Application Submission Date and Time.....	21
SECTION V: PROGRAM AND ADMINISTRATIVE REQUIREMENTS	22
Use of Funds.....	22
Grant Agreement.....	22
Welcome Form.....	22
Online Referral Platform.....	22

Protective Factors Survey & Online Data System	23
The Grantee will be responsible for administering the Retrospective Protective Factors Survey 2, or Retrospective PFS-2, to all families receiving twelve hours of combined services at the center. All PFS-2 data will be stored in the Protective Factors Surveys Online Data System (PFSODS). CFSA reserves the right to assign a new PFS-2 data collection platform to the awardee. https://friendsnrc.org/wp-content/uploads/2020/02/PFS-2-Retrospective.pdf	
	23
SECTION VI: ELIGIBILITY INFORMATION	23
Eligible Applicants.....	23
Performance Requirements.....	23
Target Population	23
Location of Services	23
Scope of Services	24
SECTION VII: GENERAL PROVISIONS	25
Confidentiality of Records.....	25
HIPAA PRIVACY COMPLIANCE.....	25
Grantee Responsibilities	40
Compliance	41
Insurance	41
Audits.....	43
Nondiscrimination in the Delivery of Services.....	43
Staff Requirements.....	44
Training.....	44
Performance Standards and Quality Assurance.....	45
Monitoring	45
Evaluation	45
Upon award, the grantee and CFSA will jointly evaluate the project, using both center-specific and initiative-wide evaluation frameworks. Applicants shall provide a narrative addressing how the conduct of the project and the results of the project will be evaluated over the one-year period. The Grantee will update their Grant Monitor about ongoing evaluation activities and findings in required progress reporting monthly. The grantee shall participate fully in any CFSA-initiated or required program evaluations. In any subsequent year, if the grant continues, an evaluation of all services provided under the grant agreement during the previous fiscal year shall be completed. The initiative-wide evaluation framework defined by CFSA and all eleven Family Success Centers will require the grantee to measure impact on the protective factors, family satisfaction with services, the percentage of referrals fulfilled by the centers, event attendance and participation, and cost effectiveness.	
	45
Disciplinary Action.....	45
SECTION IX: REVIEW AND SCORING OF APPLICATIONS	46
Applicant Review Panel.....	46
Scoring Criteria.....	46

Criterion 1: NEED (10 points) – Corresponds to Sections: Introduction and Needs Assessment 46

Criterion 2: RESPONSE (30 points) – Corresponds to Sections: Project Description and Work Plan..... 46

Criterion 3: EVALUATIVE MEASURES (20 points) – Corresponds to Sections: Logic Model, Performance Monitoring and Evaluation..... 47

Criterion 4: IMPACT (5 points) – Corresponds to Sections: Work Plan..... 47

Criterion 5: RESOURCES/CAPABILITIES (20 points) – Corresponds to Sections: Partnerships, Performance Monitoring and Evaluation, and Organizational Information..... 47

Criterion 6: SUPPORT REQUESTED (5 points) – Corresponds to Sections: Budget and Budget Justification Narrative..... 48

Criterion 7: PAST PERFORMANCE (10 points) – submission of Attachment F Past Performance..... 48

Decision on Awards..... 48

Anticipated Announcement and Award Dates..... 48

ATTACHMENT A - APPLICANT PROFILE 49

ATTACHMENT B – PROJECT BUDGET 37

ATTACHMENT C – STATEMENT OF CERTIFICATION 39

ATTACHMENT D – ACKNOWLEDGEMENT..... 40

Applicable District and Federal Statutes and Regulations Acknowledgement 40

ATTACHMENT E – WORK PLAN..... 37

ATTACHMENT F – PAST PERFORMANCE 40

Page 2 of 2 41

Summarize Contractor performance in each of the rating areas. Assign each area a rating of 0 (Unacceptable), 1 (Poor), 2(Acceptable), 3 (Good), 4(Excellent), or ++ (Plus). Use the following instructions a guidance in making these evaluations.... 41

District of Columbia Child and Family Services Agency (CFSA) Request for Applications (RFA) FY 2022 Families First Project

SECTION I: GENERAL INFORMATION

Background and Need

Families First DC is a neighborhood-based, whole family approach for vulnerable families who live in DC. Families First DC is designed to disrupt the way services are delivered in eleven neighborhoods where barriers to well-being, economic opportunity, and achievement are most acute.

As part of the District's evolution in how we interact with our participants, Families First DC is a neighborhood-based, neighborhood-driven approach aimed at reducing disparities and creating stronger, more resilient families through meaningful access to District services. Research from the child welfare field is increasingly showing that a community approach can enhance family functioning. By enhancing the safety net available to families within the communities where they live, the goal is to create an environment that enhances the parent's ability to make good decisions for their families.

Families First DC has the following goals:

- **Empower communities** – through a place-based approach, neighborhoods and families will envision and create Family Success Centers that will meet their specific needs. Community Advisory Committees will be established, neighborhood action planning will be employed, and strategically tailored community-based grants will be provided to fill services gaps to meet their community's needs.
- **Integrate Services** – the Family Success Centers will be uniquely designed by each community to facilitate access to existing government resources and new initiatives tailored to meet families' needs.
- **Focus Upstream** – The Family Success Centers will focus on increasing protective factors and mitigating trauma to build on community and family strengths. Services will be designed to prevent crises through early engagement, offer assistance to meet families' basic needs, respond flexibly to the needs of families and the communities, and provide services outside of a traditional office setting.

CFSA seeks community-based organizations that can achieve these goals through implementing community-driven, place-based initiatives that focus on multiple aspects of a family's life to improve well-being and stability. Through place-based centers, known as Family Success Centers, neighbors will have access to resources and services that they deem important. Each center looks different, based on the community's strengths and goals, and grantees strive to be a safe, accessible place where neighbors can come to use a computer, access resources and services onsite, and attend classes and trainings.

Current Family Success Centers are located in 10 identified neighborhoods in Ward's 7 and 8 (see Figure 1).

1. Simple City (Benning Terrace). Benning Park
2. Clay Terrace (Richardson Dwellings)
3. Mayfair/Paradise
4. Stoddert Terrace/37th
5. Benning & Minnesota Ave
6. Woodland
7. Anacostia
8. Congress Heights
9. Condon Terrace/Whaler Place/3rd World/6th Street (Washington Highlands)
10. Wingate/Forrester/Elmira (Bellevue)

The Grantee will be responsible for establishing a Family Success Center in one community identified as focus areas or place-based in Ward 5's Carver-Langston neighborhood and Ward 8 Washington Highlands neighborhood. (see Figure 1&2). The focus area was identified based on a review of social determinants of health data, violence prevention, substantiated reports of child abuse and neglect.

The Family Success Center should be ready to launch 30 days after award and should integrate government services to build on the strengths of families and the communities in which they live. During each option year, the grantee should use their funding to provide services not otherwise offered in the community. These services should be determined through the input of residents and can be provided directly by the applicant, through partnerships, or through subgrants. In addition, the grantee will be responsible for forming and supporting a Community Advisory Council, representative of the larger community of the Carver-Langston and Washington Highlands neighborhood, and will help inform the community engagement process, resources and services delivered, use of grant funds, and specific goals and outcomes.

Figure 1: Washington Highlands Ward 8

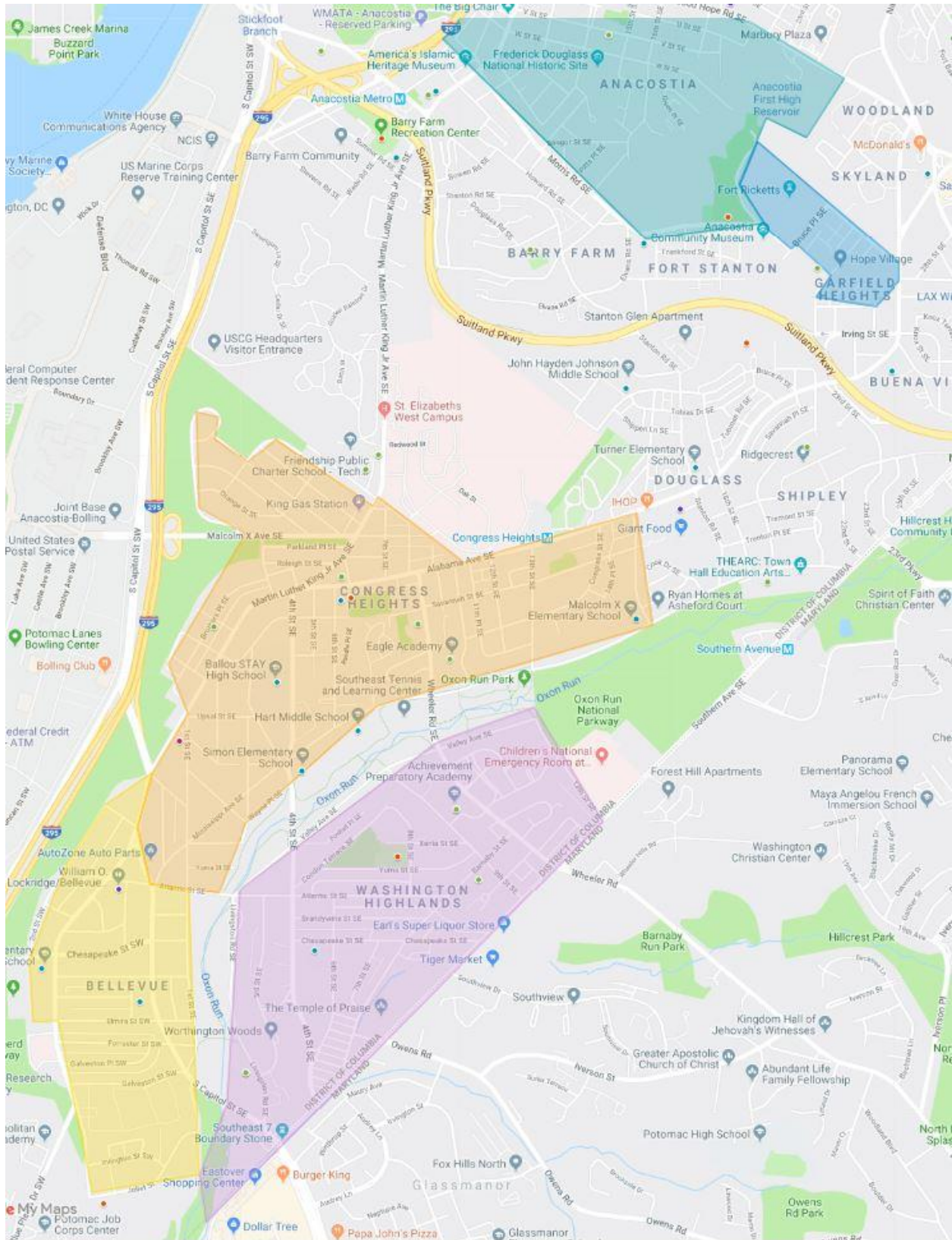
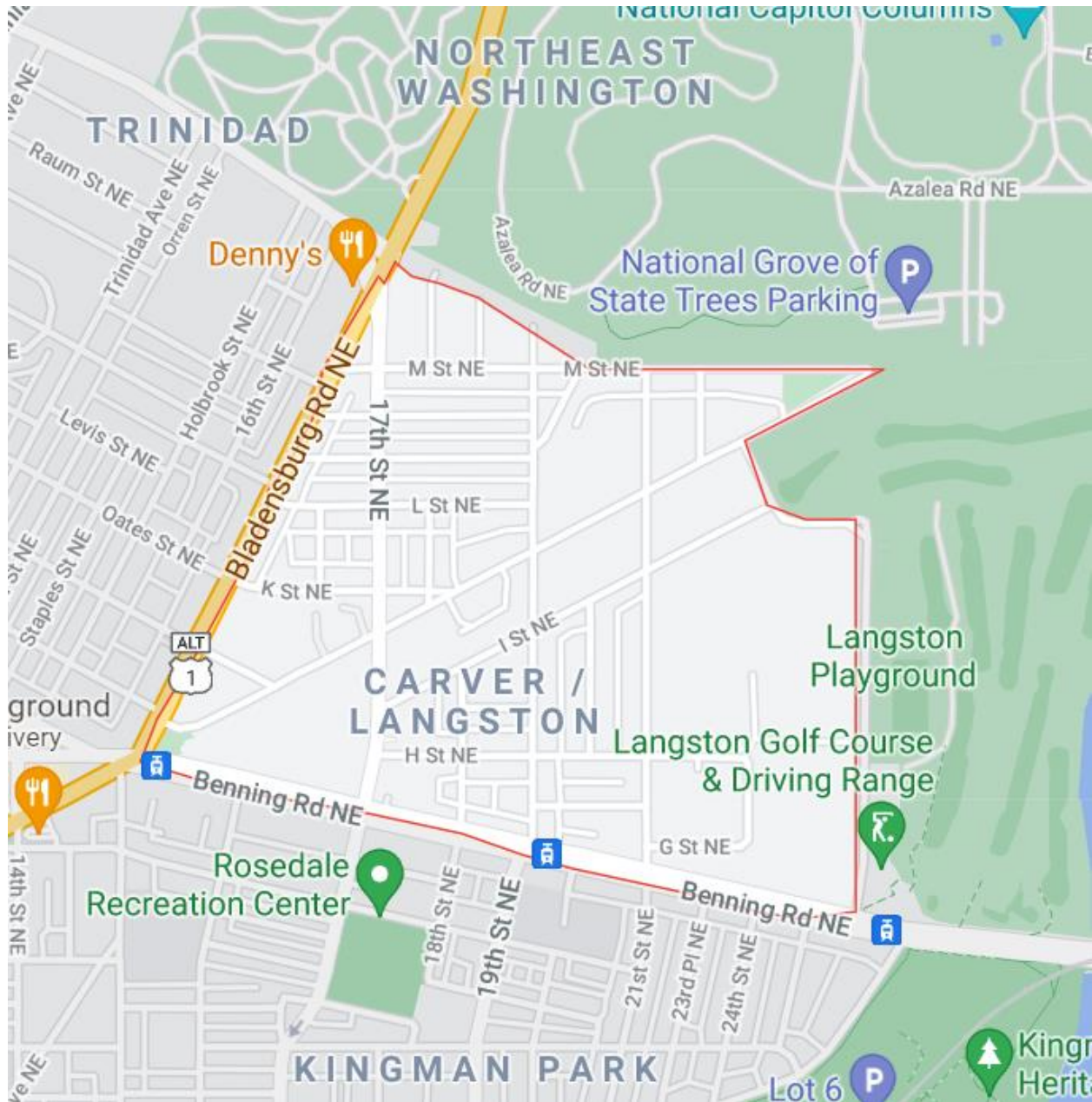


Figure 2: Families First DC Target Area in Ward 5's Carver-Langston Neighborhood



SECTION II: AWARD INFORMATION

Source of Grant Funding

Funding is made available under the American Rescue Plan of 2021.

Government of the District of Columbia
Child and Family Services Agency

Amount of Award

This RFA will make available for two focus area (see Figure 1 & 2) with one grantee per focus area. The term of the agreement shall be for a base period of one year with up to four (4) one-year option periods.

Number of Awards and Individual Amounts

CFSA intends to award two (2) grants for the project (one per focus area). CFSA reserves the right to assign the amount of the award. Individual grant awards shall not exceed \$325,000.00 for the base year per focus area.

The Applicant shall fully detail within their budget the breakdown and usage of all available funds.

Performance and Funding Period

The anticipated performance and funding period shall be date of award up to one-year. Subsequent to the 12-month base year budget period, there will be up to four 12-month optional years. The number of awards, budget periods and award amounts are contingent upon the continued availability of funds and the recipient's performance.

The base grant period is for 12 months from the date the grant agreement is executed, subject to the appropriation of funds. Successful Applicant must be prepared to sign the Grant Agreement within two-weeks 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.

Non-Supplementation

The Recipient must supplement, and not supplant, funds from other sources for initiatives that are the same or similar to the initiatives being proposed in this award.

SECTION III: SUBMISSION INFORMATION

Application Forms and Content Format

Applicant Checklist

- The Applicant organization/entity has responded to all sections of the Request for Application (RFA).
- The Applicant Profile, found in Attachment A, contains all the information requested and is affixed to the front of the application.

- **The conflict of interest policy:** A conflict of interest arises when a person in a position of authority over an organization, such as a director, officer, or manager, may benefit personally from a decision he or she could make. A conflict of interest policy consists of a set of procedures to follow to avoid the possibility that those in positions of authority over an organization may receive an appropriate benefit. The applicant must document their conflict of interest policy.
- The Program 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.
- **Separation of duties policy:** This statement should indicate how the organization separates financial transactions/duties between people within the organization for the purposes of preventing fraud and or waste. This policy should reflect the process of how major financial processes are handled such as assets handling, book keeping, and transaction comparison or review.
- **Financial Statements:** The Applicant shall provide a copy of its most recent and complete set of audited or unaudited financial statements available for their organization. If audited financial statements have never been prepared due to the size or newness of an organization, the applicant must provide, at a minimum, an Organizational Budget, an Income Statement (or Profit and Loss Statement), and a Balance Sheet certified by an authorized representative of the organization, and any letters, filings, etc. submitted to the IRS within the three (3) years before the date of the grant application.
- **Tax Exemption Letter (if applicable):** Provide a copy of your organization's tax status.
- The application is typed normal 1" margins, double-spaced, 12-font Times Roman on one side (no single spacing) in PDF format. Applications that do not conform to this requirement will not be forwarded to the review panel.
- The Application Summary section is complete and is within the page limit for this section of the RFA submission.
- The Organizational Experience and Qualifications of Applicant are complete and within the 2-page limit for this section of the RFA submission.
- The Project Narrative section is complete and is within the 10-page limit for this section of the RFA submission.
- The Applicant must submit (3) past performance of similar work demonstrating service delivery capacity.
- The Applicant must submit applications to cfsa.cpabox@dc.gov in *chronological* format in accordance to Section: **File Submission**. All documents must be in PDF format ONLY.
- The application conforms to the "Application Format" of the RFA. The review panel will not review applications that do not conform to the application format.
- The appropriate appendices are included. These must include EEO, First Source Employment Agreement, Clean Hands Certification; and can include program descriptions, staff qualifications, individual resumes, licenses (if applicable), and other supporting documentation. The Department of Employment Services First Source Employment Agreement and Equal Employment Opportunity documents are *available at* www.ocp.dc.gov

click on “Solicitation Attachments”; and Clean Hands Certification shall be obtained by visiting <https://mytax.dc.gov/>

- 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 **Tuesday, October 26, 2021 via electronic submission to cfsa.cpabox@dc.gov**.

The grantee 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.

File Submission: The Applicant is required to follow the format below and each proposal must contain the following information All files may not exceed 50 pages when printed and should include: Project abstract, logic model, project narrative, budget justification, organizational chart, staffing plan, partnerships and documentation, and work plan:

- Applicant Profile (Not counted in page total, See Attachment A)
- Table of Contents (Not counted in page total)
- Application Summary (2-page limit)
- Project Description (10-page limit)
- Organization, Experience and Qualifications of Applicant
- Needs Assessment (Not counted in page total)
- Partnerships Description
- Performance Monitoring and Evaluation
- Logic Model (Not counted in page total)
- Work Plan (Not counted in page total, See Attachment E)
- Partnerships Documentation
- Organizational Information
- Project Budget (Not included in page total, See Attachment B)
- Statement of Certification (Not included in page total, See Attachment C)
- Acknowledgement of District and Federal Statutes (Signature) (Not included in page total, See Attachment D)
- Past Performance Form (Attachment F)
- Appendices (Not counted in page total)

SECTION IV: APPLICATION REQUIREMENTS

The purpose and content of each section is described below. The Applicant 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.

Project Narrative

Applicant Profile

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

Table of Contents

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

Application Summary

Briefly describe the purpose of the proposed project and the place-based community or focus area identified. It should also highlight the overarching problem to be addressed and the contributing factors. Identify the goal(s) for the project. If applying for more than one community, a description should be provided for each.

Project Description

This section should provide a comprehensive framework and description of all aspects of the proposed project. If applying for more than one community, a project description should be provided for each. Additionally, this section should include how the program will be implemented. It should also highlight the overarching problem to be addressed and the contributing factors. It should be succinct, self-explanatory and well organized.

- Identify and describe the community or communities that will be served through this project.
- Describe the applicant's experience working in the community that will be served through this project.
- Based on your knowledge of this specific community, identify the goal(s) for the project. If applying for more than one community, a description should be provided for each.
- Describe the applicant's strategies for implementing the place-based initiative and how strategies will be operationalized to achieve program goals, objectives and outcomes.
- Detail your vision for the Family Success Center. How does it look? How do families or participants feel when they come in?
- Describe how the proposed project meets the requirements in the Scope of Services Section (please see Performance Requirements Section for more details).
- Outline the rationale for selecting the proposed activities and objective, including an assessment of the current needs and assets in the community. Describe how strategies are based upon evidence-based, evidenced-informed or promising practices/programs.

- Describe how participants will be recruited, enrolled, and retained in the program. What community engagement efforts will you conduct to get people in the door? How will you keep them coming back?
- Describe how objectives will maximize public health and social impact, building, sustaining and operationalizing enhanced community capacity.
- Indicate plans for sustainability of the initiative beyond the projected funding period.

Organization, Experience and Qualifications of Applicant

Provide information on the applicant organization's current mission and structure, scope of current activities; and, describe how these all contribute to the ability of the organization to conduct the program requirements and meet program expectations.

- Describe the applicant's experience providing services that support the healthy social and emotional development of children and their families in the focus area and how this will translate to this initiative.
- Describe the applicant's experience engaging communities to improve community capacity supporting improved social determinant of health and family well-being outcomes.
- Describe the staff acceptance, readiness to implement, feasibility of implementation and sustainment.
- Describe the applicant's accounting structure. The structure should demonstrate the organization's ability to maintain effective internal controls and demonstrate the ability to provide accurate and complete information about all financial transactions related to this program.

Needs Assessment

This section should help reviewers understand the needs of the community that will be served by the proposed project. To the extent possible, applicants should build on needs assessments already conducted in the community. In option years 2 and 4, the awardee will be required to submit an updated community needs assessment to ensure that the project's strategies are adapting to and addressing the needs of the community.

- Describe the health and social needs of families or participants living in the place-based community (Carver-Langston) or Washington Highlands.
- Describe the health and social disparities of families or participants living in the place-based of Carver-Langston and /or Washington Highlands selected by the applicant, including relevant data.
- Describe the process by which the place-based community was chosen.
- Define the reach, boundaries, zip codes and/or geography of the place-based populations within chosen community of Carver-Langston and/or Washington Highlands.

Partnerships Description

In this section, the applicant must describe the plan to involve other key partners in their work.

- Describe the applicant’s experience working collaboratively with government agencies, including health, social service, education and public safety, to implement social service programs.
- Describe the applicant’s experience working with agencies and organizations in other sectors to advance a community goal and achieve improved community outcomes.
- Describe plans for establishing a new, or engaging an existing, cross-sector network of partners to support the implementation, and evaluation, if applicable, of the applicant’s program. If applying for more than one community, these plans should be described for each.
- As appropriate, identify meaningful support and collaboration with key stakeholders in planning, designing and implementing all activities, including development of the application.

Performance Monitoring and Evaluation

CFSA and the awardee will jointly design a framework for performance monitoring and evaluation. The awardee will be expected to meet performance standards and demonstrate impact using both center-specific and initiative-wide metrics. Measuring impact on families or participants protective factors is a key component of the Families First DC, initiative-wide evaluation framework.

Center-specific evaluation

Applicants must propose an implementation evaluation that will include appropriate evaluation methods to monitor ongoing processes and the progress towards the goals and objectives of the project, including a description of data collection, sampling strategies (if appropriate), timeline, Institutional Review Board (IRB) review (if appropriate), and data analysis. Identify any software tools that will be used to conduct these analyses (e.g., statistical software packages, qualitative research software). If awarded, the applicant must submit an evaluation plan in a word document within 90 days after the receipt of the award. It is the expectation that the evaluation plan be inclusive of a process evaluation (evaluation of how well the program is implemented) and an outcomes or impact evaluation (evaluation of how effective the program/service is). The awardee will be required to submit process evaluation results during the first year of implementation. In option years 2-4, the awardee will be required to submit and implement outcome and impact evaluations.

- The evaluation methodology should be specific and related to the stated goals, objectives, and priorities of the project. Additionally, the evaluation should be linked to the project’s logic model. The logic model should clearly articulate how specific activities or services are expected to produce or influence their associated outcomes
- Evaluation plan should consist of both a process evaluation and outcomes evaluation.
- Evaluations should be designed to directly address a research question or research questions of interest to the recipient. The research question should be listed in a table in this section of the application.

- Describe how principles of implementation science may be incorporated into the evaluation process, i.e., conducting readiness assessments to implement activities or using ongoing results to inform changes in the design or execution of demonstration programs, activities, procedures, and policies.
- Describe how data will be collected and managed (e.g., assign skilled staff, data management software) in a way that allows for accurate and timely reporting of outcomes.
- Describe the process for tracking outcomes for referrals and linkages for health services, social services and other community providers.
- The applicant must describe current experience, skills, and knowledge, including individuals on staff, materials published, previous work of a similar nature, and previous work in the selected community or communities.
- Budgets for evaluation activities should be: (1) appropriate for the evaluation design and question(s); (2) adequate to ensure quality and rigor, and; (3) in line with available program and organizational resources. The recommended maximum funding ceiling of 10% of the total requested budget for evaluation activities. The applicant should provide appropriate support for their evaluation budget in the budget justification.

Initiative-wide evaluation

In addition to evaluation procedures for individual centers, the awardee will be asked to collect specific information for entry into a centralized administration system for evaluation of the Families First DC program across locations. The awardee will be expected to share monthly data on the center's activities by the seventh calendar day of every month. Monthly data will be submitted to CFSA using the cloud storage platform Box. It will include but will not be limited to the following:

- Number of new and returning families or participants served, monthly and year-to-date
- Number of service requests submitted by families or participants
- Percentage of service requests fulfilled
- Number of referrals made to internal and external services
- Activities and attendance
- Retrospective Protective Factors Survey 2 data collected after twelve hours of services

Additionally, the awardee will be expected to participate in monthly one-on-one meetings with CFSA to discuss performance and strategies to continuously improve the quality of the services provided by the center. The meetings include the DC Family Success Center Network, the Evaluation Workgroup, the DC Primary Prevention Network, and the City-Wide Prevention Workgroup (Thriving Families, Safer Children Steering Committee).

Project Attachments

Logic Model

A one-page logic model is required (*no template provided*). A logic model is a one-page diagram that presents the conceptual framework for a proposed project and explains the links among program elements. While there are many versions of logic models, for the purposes of this announcement the logic model should summarize the connections between the:

- Goals of the project (e.g., objectives, reasons for proposing the intervention, if applicable);
- Assumptions (e.g., beliefs about how the program will work and is supporting resources. Assumptions should be based on research, best practices, and experience.)
- Inputs (e.g., organizational profile, collaborative partners, key staff, budget, other resources);
- Target population (e.g., the individuals to be served);
- Activities (e.g., approach, listing key intervention, if applicable);
- Outputs (i.e., the direct products or deliverables of program activities); and
- Outcomes (i.e., the results of a program, typically describing a change in people or community).

Work Plan

The Work Plan is required (Attachment E). The work plan describes key process objectives and goals for successful program implementation. Under each objective, provide a list of the activities that will be used to achieve each of the objectives proposed and anticipated deliverables.

- The work plan should include a chronological list and description of activities to be performed. Each activity should have an identified responsible staff, target completion dates and projected outcomes.
- The work plan should include process objectives and measures. Objectives should be SMART (Specific, Measurable, Achievable, Relevant, and Time-Framed).
- Applicant's work plans should include a nine-month Startup Work period and a twelve-month Implementation Work Plan period.

Partnerships Documentation

Applicant should provide letters of commitment or support from other agencies and organizations pertinent to the success of the proposed project (*no templated provided*).

Organizational Information

- A one-page organization chart is required (*no template provided*).

- The applicant's staffing plan must be submitted (*no template provided*). The staffing plan should describe staff qualifications and include type and number of FTEs. Staff CVs, resumes, and position descriptions may also be submitted.

Project Budget

The application should include a project budget using the form provided in Attachment CR. The project budget and budget justification should be directly aligned with the work plan and project description. One budgets must be submitted. The budget must reflect a 12-month implementation period. The budget for this application shall contain detailed, itemized cost information that shows personnel and other direct and indirect costs. The detailed budget narrative shall contain a justification for each category listed in the budget. The narrative should clearly state how the Applicant arrived at the budget figures.

Appendices

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

- Equal Employment Opportunity
- Position Description & Specifications
- First Source Employment Agreement
- Clean Hands

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)

Request for Application Provisions

- A **Pre-Application Conference** will be held on **Friday September 24, 2021** at 10:00am-12noon to answer any questions or concern regarding the RFA. The Pre-Application Conference will be held via Webex
- (<https://dcnet.webex.com/dcnet/j.php?MTID=m13230857e566ac954a454c25165b60cc>). 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.

- 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 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 negotiations with an Applicant and adopt a firm funding amount or other revision of the Applicant's proposal that may result from negotiations.
- If there are any conflicts between the terms and conditions of the RFA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control, and it shall be the responsibility of the Applicant to ensure compliance.

Application Identification

A total of one (1) copy, shall be submitted to cfsa.cpabox@dc.gov by application due date and time. Applicants MUST submit in SUBJECT HEADER (DCRL-2021-U-0097 RFA NAME OF ORGANIZATION -Date & Time) Hand delivered or facsimile submissions **will not be accepted.** Late applications **will not be accepted.**

Application Submission Date and Time

Applications are due no later than 2:00 p.m., on Tuesday October 26, 2021. Applications submitted at or after 2:01 p.m., Tuesday October 26, 2021, **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 Tuesday October 26, 2021.

SECTION V: PROGRAM AND ADMINISTRATIVE REQUIREMENTS

Use of Funds

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

- Establishing collaborative partnerships necessary to guide and support successful program development and implementation, and finalize all partnership agreements;
- Identifying the existing supportive services and/or the funding streams that will be used to sustain service delivery after completion of the project; and,
- Indirect costs shall not exceed 10% of the overall budget.

Grant Agreement

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

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

Welcome Form

The Grantee will be expected to administer Families First DC's universal intake form, or Welcome Form, to all new families requesting services or attending events at the Family Success Center. Questions included in the Welcome Form will not be customized by the awardee. Data collected via the Welcome Form will be shared electronically with CFSA every month.

Online Referral Platform

All service requests and referrals will be submitted electronically via NowPow, a comprehensive resource directory available to all Family Success Centers and is the required platform to submit service requests and referrals. CFSA reserves the right to assign a new electronic referral platform to the awardee.

Protective Factors Survey & Online Data System

The Grantee will be responsible for administering the Retrospective Protective Factors Survey 2, or Retrospective PFS-2, to all families receiving twelve hours of combined services at the center. All PFS-2 data will be stored in the Protective Factors Surveys Online Data System (PFSODS). CFSA reserves the right to assign a new PFS-2 data collection platform to the awardee. <https://friendsnrc.org/wp-content/uploads/2020/02/PFS-2-Retrospective.pdf>

SECTION VI: ELIGIBILITY INFORMATION

Eligible Applicants

The following are eligible organizations/entities who can apply for grant funds under this RFA: Non-profit organizations; Private organizations; Public organizations; or Faith-based organizations. Consideration for funding shall be organizations meeting the above eligibility criteria and having documentation of providing services for families in the neighborhood(s) the organization applies to serve. Partnerships between organizations are welcomed. Applicants must provide letters of commitment, co-applications, or letters of support for existing partnerships if performance will depend on another organization.

Performance Requirements

Target Population

Families in need of increased supports to assure family stability, child safety, and overall well-being, as well as residents residing in communities at-risk of increased poor outcomes, as defined by Figure 2.

Location of Services

Services must be delivered within one community with pre-determined geographic borders, from the community identified in Figure 2. If proposed boundaries vary from those in Figure 2, justification for any changes should be provided. Organizations may apply to serve more than one place-based community.

Applicants should identify potential locations for service delivery. While each center will look different based on space, programming, and community feedback, each space will need to have core elements such as computers for public use, space for client/staff meetings, and common areas.

Partnerships with DC Public Schools (DCPS) and DC Public Libraries (DCPL) are currently being explored. Certain schools and libraries may be available as site locations for Families Success Centers. Should your preference be to utilize a school or library, please indicate this in your application. CFSA will facilitate conversations between interested grantees and DCPS/DCPL once grants have been awarded. Use of DCPL or DCPS space will be subject to formal agreement by these agencies.

Scope of Services

Applicants shall design and implement a community-driven, place-based initiative with the goal of promoting stability and empowerment among families in communities at-risk of increased poor outcomes. Grantee activities shall consist of the following in Year 1:

- Conduct a robust community engagement process to learn directly from the community about their strengths and gaps, as well as desired programs and services
- Establish a community advisory council for each neighborhood and conduct capacity building for the council.
- Establish a physical location to house a Family Success Center for each focus area, with input from the community, and prepare the center to open within 30 days of award.
- Identify strategies to empower communities, provide families with opportunities for economic mobility, ensure that all family members are healthy and safe, and help all families meet their education and employment goals for families. Strategies should be family-centered, based on evidence-based, evidence-informed or promising practices, and focus on family empowerment and community engagement
- Demonstrate the knowledge and ability to support the two-generational approach and outline how program/service includes strategies that promote positive, intentional and planned interactions between the parent/caregiver and child. Develop two-generational approaches to government services, as well as supplemental services to be provided by community partners.
- Develop data collection procedures.
- Create strategic partnerships that engage multiple sectors and community stakeholders to accomplish program goals.
- Develop and/or adopt core sets of indicators to measure program processes and outcomes and progress toward program goals. Outcome indicators should measure the program's impact related to service delivery (e.g., how you are connecting community members to services; how you are connecting community members to the Family Success Center), social determinants of health (e.g., population-level outcomes on connection to education, household income, crime rate, transportation, poverty, etc.) and family well-being outcomes (e.g., child development, economic mobility, health and wellbeing, postsecondary education and employment, etc.).
- Participation in the Family Success Center Network to share best practices and resolve challenges across centers.
- Revise the proposed logic model based on knowledge gained during community engagement and planning process.
- Provide an evaluation plan designed to demonstrate the effectiveness of the initiative in improving protective factors.

Grantee activities shall consist of the following in the option years:

- Conduct biennial assessment of health and social needs of the target population within the intervention community.

- Continue to implement strategies to empower communities, provide families with opportunities for economic mobility, ensure that all family members are healthy and safe, and help all families meet their education and employment goals for families. Strategies should be family-centered, based on evidence-based, evidence-informed or promising practices, and focus on family empowerment and community engagement
- Develop two-generation approaches for connecting residents to government services from the pre-approved menu in Figure I, as well as supplemental services to be provided by community partners.
- Adhere to data collection and analysis processes for learning and accountability. Continue to create strategic partnerships that engage multiple sectors and community stakeholders to accomplish program goals.
- Utilize the core sets of indicators developed during the base period to measure program processes and outcomes and progress toward program goals. Outcome indicators should measure the program's impact related to children's developmental health and family well-being.
- Develop and implement planning for sustainability of initiative beyond funding period.
- Implement the approved evaluation plan designed during year 1.

SECTION VII: 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.
2. *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.
 - a. *Health Care Operations* shall have the same meaning as the term “health care operations” in 45 C.F.R. § 164.501.
 - b. *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.
 - c. *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.
 - d. *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).
 - e. *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.

- f. *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.
- g. *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.
- h. *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.
- i. *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.
- j. *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.
- k. *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- l. *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.

- m. *Security Rule* "Security Rule" shall mean the Standards for Security of Individually Identifiable Health Information at 45 C.F.R. part 164.
 - n. *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.
3. 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 file's or report's usage. The Designated Record Set file shall include, but not be limited to the identity of the following:

- i. Name of the Business Associate of the Covered Entity;
 - ii. Title of the Report/File;
 - iii. Confirmation that the Report/File contains Protected Health Information (Yes or No);
 - iv. Description of the basic content of the Report/File;
 - v. Format of the Report/File (Electronic or Paper);
 - vi. Physical location of Report/File;
 - vii. Name and telephone number of current member(s) of the workforce of the Covered Entity or other District of Columbia Government agency responsible for receiving and processing requests for Protected Health Information; and
 - viii. Supporting documents if the recipient/personal representative has access to the Report/File.
- b. Business Associate must provide assurances to the Covered Entity that it will continue to employ sufficient administrative, technical and physical safeguards, as described under the Security Rule, to protect and secure (the Covered Entity's) ePHI entrusted to it. These safeguards include:
- i. The Business Associate agrees to administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that the Business Associate creates, receives, maintains or transmits on behalf of the covered entity.
 - ii. The Business Associate agrees to report to the covered entity any security incident of which it becomes aware, including any attempts to access ePHI, whether those attempts were successful or not.
 - iii. This Business Associate Agreement may be terminated if the covered entity determines that the business associate has materially breached the agreement.
 - iv. The Business Associate agrees to make all policies and procedures, and documents relating to security, available to the Secretary of HHS for the purposes of determining the covered entity's compliance with HIPAA.

This agreement continues in force for as long as the Business Associate retains any access to the Covered Entity's ePHI.

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.

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

6. Sanctions

(i) 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

9. Term and Termination

- a. *Term.* The requirements of this HIPAA Compliance Clause shall be effective as of the date of the contract award, and shall terminate when all of the 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. 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 April 2003, 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
Attention: Dionne Bryant, HIPAA Privacy Officer
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 subgrantee(s) to carry same insurance required herein unless otherwise waived by the Director of the Agency.** 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.

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.

4. 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.

5. 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
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 Grantee'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.

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 retain and maintain documentation that its staff, including volunteers, possesses adequate training and competence to perform the duties to which they have been assigned.

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

The Grantee shall maintain an individual personnel file for any project staff member, which will contain the application for employment, references, applicable credentials/certifications, and documentation of all training received, notation of any allegations of professional or other misconduct, Applicant's action with respect to the allegations, and the date and reason if terminated from employment or the grant program. All of these personnel materials shall be made available to the Grants Monitor upon request.

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

Training

The Grantee shall be responsible for ensuring staff training and development are, at minimum, in compliance with licensure regulations and CFSA guidelines. The Grantee shall ensure training to program staff and volunteers including, but not limited to: relevant child welfare topics; child abuse and neglect prevention; the provision of community-based services; child development; topics relevant to engaging non-custodial fathers, engaging parents, family-centered services, conflict resolution and parent-child interaction; confidentiality and HIPAA compliance.

Performance Standards and Quality Assurance

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

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

Monitoring

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

The Grantee shall participate in CFSA-sponsored activities including, but not limited to, grant entry and exit conferences, and regular site visits. In addition, the Grantee shall regularly present to CFSA and community groups on the specifics of their funded programs, including the status of services provided and outreach to increase client participation.

Evaluation

Upon award, the grantee and CFSA will jointly evaluate the project, using both center-specific and initiative-wide evaluation frameworks. Applicants shall provide a narrative addressing how the conduct of the project and the results of the project will be evaluated over the one-year period. The Grantee will update their Grant Monitor about ongoing evaluation activities and findings in required progress reporting monthly. The grantee shall participate fully in any CFSA-initiated or required program evaluations. In any subsequent year, if the grant continues, an evaluation of all services provided under the grant agreement during the previous fiscal year shall be completed. The initiative-wide evaluation framework defined by CFSA and all eleven Family Success Centers will require the grantee to measure impact on the protective factors, family satisfaction with services, the percentage of referrals fulfilled by the centers, event attendance and participation, and cost effectiveness.

Disciplinary Action

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

SECTION IX: REVIEW AND SCORING OF APPLICATIONS

Applicant Review Panel

All grant applications will be reviewed by an internal District government review panel as well as an external review panel comprised of community stakeholders. The review panels will be comprised of qualified professionals who have been selected for their expertise and knowledge of the child protection system, and stakeholders with firsthand knowledge of the landscape and needs of focus areas. The review panels 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 1: NEED (10 points) – Corresponds to Sections: Introduction and Needs Assessment

- The extent to which the application:
 - describes the “Purpose” included in the introduction;
 - demonstrates the problem and associated contributing factors to the problem;
 - describes the health and social disparities of the place-based community or communities selected by the recipient related to population health and family well-being; and
 - describes the process by which place-based community was chosen.

Criterion 2: RESPONSE (30 points) – Corresponds to Sections: Project Description and Work Plan

- The extent to which the application:
 - demonstrates clear understanding of community-driven, place-based initiatives to best fit the needs of the population;
 - demonstrates previous experience serving the community or communities identified;
 - describes detail evidence-based, evidence-informed or promising strategies for implementing a place-based initiative;
 - describes how proposed strategies will lead to improved health, well-being and social outcomes in the proposed intervention community;
 - describes activities and their ability to address the problem and attain the project objectives;
 - proposes goals and objectives that are SMART (Specific, Measurable, Achievable, Relevant, and Time-Framed);
 - includes a work plan that is a logical and realistic plan of action for timely and successful achievement of objectives that support program goals; and

- demonstrates that the proposed plan provides a foundation for sustainability of efforts beyond the projected funding period

Criterion 3: EVALUATIVE MEASURES (20 points) – Corresponds to Sections: Logic Model, Performance Monitoring and Evaluation

- The strength and effectiveness of the evaluation method proposed to monitor progress toward achieving project objectives. Evidence that the evaluative measures are appropriate to monitor ongoing progress toward meeting objectives. The extent to which the application:
 - includes the logic model that is clear, concise and achievable inputs, activities, outputs, and outcomes of the project;
 - demonstrates the ability to successfully analyze data to assess program effectiveness;
 - describes how data will be collected and managed (e.g., assign skilled staff, data management software) to accurately report on proposed program process and outcome measures;
 - describes how the conduct of the project and the results of the project will be evaluated over the one-year period; and
 - describes the appropriate evaluation methods to monitor ongoing progress towards the goals and objectives of the project.

Criterion 4: IMPACT (5 points) – Corresponds to Sections: Work Plan

- The feasibility and effectiveness of plans for dissemination and scaling of project results; the extent to which project results may drive the agenda for improving family well-being and address equity; and the degree to which the project activities are replicable to additional communities.

Criterion 5: RESOURCES/CAPABILITIES (20 points) – Corresponds to Sections: Partnerships, Performance Monitoring and Evaluation, and Organizational Information

- This section is to describe the extent to which the applicant is capable of fulfilling the goals and objectives set forth and the quality and availability of facilities and personnel to fulfill the needs and requirements of the proposed project. Also, consider the extent to which the applicant demonstrates:
 - the qualifications of the project personnel (by training and/or experience) to implement and carry out the project;
 - the experience of project personnel with systems development and leadership, family well-being, and place-based community involvement;
 - experience and past successes working collaboratively with government agencies and non-government organizations from a variety of sectors to implement social service and/or public health initiatives aimed to advance family success; and

- participation of other partners in the project (e.g., Healthy Start, Home Visiting; WIC; housing; public-private early childhood partnerships; and businesses) that support children's developmental health and family well-being.

Criterion 6: SUPPORT REQUESTED (5 points) – Corresponds to Sections: Budget and Budget Justification Narrative

- The reasonableness of the proposed budget for the project period in relation to the objectives, the complexity of the activities, and the anticipated results.
 - The extent to which costs, as outlined in the budget and required resources sections, are reasonable given the scope of work; and
 - The extent to which key personnel have adequate time devoted to the project to achieve project objective.

Criterion 7: PAST PERFORMANCE (10 points) – submission of Attachment F Past Performance

- The past performance of similar work demonstrating capacity to service delivery.

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 his designee. After reviewing the recommendations of the review panel and any other information considered relevant, the Director of CFSA, or his designee, shall decide which Applicant to award funds and the amount to be funded. CFSA reserves the right to divide the grant award among multiple Applicants, in any amount. The award may reflect overall numbers or be target population specific.

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

Anticipated Announcement and Award Dates

Selection and notification of grant award is scheduled to occur no later than December 17, 2021. Notification of intent to award shall be sent directly from the Agency's Contracts and Procurement Administration only.

ATTACHMENT A - APPLICANT PROFILE

Families First Project

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

Applicant/Organization Name:

DCRL-2021-U-0097

Type of Entity: For-Profit Non-Profit Other

Contact Person: Executive Director/President _____

Office Address:

Phone/Fax:

Email address:

Website URL:

Total Number to Be Served By Project:

Total Funds Requested:

Program Description:

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

ATTACHMENT B – PROJECT BUDGET

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

Agency:

Date of Submission:

Project Manager:

Telephone #:

Email Address:

* Fringe Benefits shall not exceed 30%

** 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.

Submission of required budget information certifies the following:

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

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

Authorized Representative /Signature and Title

Date

ATTACHMENT C – STATEMENT OF CERTIFICATION

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

The individuals, by

Name: _____

Title: _____

Address: _____

Phone number: _____ who are authorized to negotiate with the

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

Authorized Representative/Signature and Title

Date

ATTACHMENT D – ACKNOWLEDGEMENT

Applicable District and Federal Statutes and Regulations Acknowledgement

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

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

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

Authorized Representative Signature and Title

Date

THIS PAGE IS MEANT TO BE BLANK

ATTACHMENT E – WORK PLAN

GOAL 1:					
Measurable Objectives/Activities:					
Objective #1:					
<u>Key activities to meet this objective:</u>	<u>Planned Start Date:</u>	<u>Actual Start Date:</u>	<u>Planned Completion Date:</u>	<u>Actual Completion Date:</u>	<u>Key Personnel (Title)</u>
.					
.					
.					
Objective #2:					
<u>Key activities to meet this objective:</u>	<u>Planned Start Date:</u>	<u>Actual Start Date:</u>	<u>Planned Completion Date:</u>	<u>Actual Completion Date:</u>	<u>Key Personnel (Title)</u>
.					
.					
.					
Objective #3:					
<u>Key activities to meet this objective:</u>	<u>Planned Start Date:</u>	<u>Actual Start Date:</u>	<u>Planned Completion Date:</u>	<u>Actual Completion Date:</u>	<u>Key Personnel (Title)</u>
.					
.					
.					

GOAL 2:					
Measurable Objectives/Activities:					
Objective #1:					
<u>Key activities to meet this objective:</u>	<u>Planned Start Date:</u>	<u>Actual Start Date:</u>	<u>Planned Completion Date:</u>	<u>Actual Completion Date:</u>	<u>Key Personnel (Title)</u>
.					
.					
Objective #2:					
<u>Key activities to meet this objective:</u>	<u>Planned Start Date:</u>	<u>Actual Start Date:</u>	<u>Planned Completion Date:</u>	<u>Actual Completion Date:</u>	<u>Key Personnel (Title)</u>
.					
.					
Objective #3:					
<u>Key activities to meet this objective:</u>	<u>Planned Start Date:</u>	<u>Actual Start Date:</u>	<u>Planned Completion Date:</u>	<u>Actual Completion Date:</u>	<u>Key Personnel (Title)</u>
.					
.					

GOAL 3:					
Measurable Objectives/Activities:					
Objective #1:					
<u>Key activities to meet this objective:</u>	<u>Planned Start Date:</u>	<u>Actual Start Date:</u>	<u>Planned Completion Date:</u>	<u>Actual Completion Date:</u>	<u>Key Personnel (Title)</u>
.					
.					
.					
Objective #2:					
<u>Key activities to meet this objective:</u>	<u>Planned Start Date:</u>	<u>Actual Start Date:</u>	<u>Planned Completion Date:</u>	<u>Actual Completion Date:</u>	<u>Key Personnel (Title)</u>
.					
.					
.					
Objective #3:					
<u>Key activities to meet this objective:</u>	<u>Planned Start Date:</u>	<u>Actual Start Date:</u>	<u>Planned Completion Date:</u>	<u>Actual Completion Date:</u>	<u>Key Personnel (Title)</u>
.					
.					
.					

ATTACHMENT F – PAST PERFORMANCE

PAST PERFORMANCE EVALUATION FORM

(Check appropriate box)

Performance Elements	Excellent	Good	Acceptable	Poor	Unacceptable
Quality of Services/ Work					
Timeliness of Performance					
Cost Control					
Business Relations					
Customer Satisfaction					

1. Name & Title of Evaluator: _____
2. Signature of Evaluator: _____
3. Name of Organization: _____
4. Telephone Number of Evaluator: _____
5. State type of service received: _____
6. State Contract Number, Amount, and period of Performance: _____
7. Remarks on Excellent Performance: Provide data supporting this _____
 observation. Continue separate sheet if needed.
8. Remarks on unacceptable performance: Provide data supporting this observation. (Continue on separate sheet if needed)

RATING GUIDELINES

Summarize Contractor performance in each of the rating areas. Assign each area a rating of 0 (Unacceptable), 1 (Poor), 2 (Acceptable), 3 (Good), 4(Excellent), or ++ (Plus). Use the following instructions a guidance in making these evaluations.

	Quality Product/Service	Cost Control	Timeless of Performance	Business Relations
	<ul style="list-style-type: none"> -Compliance with contract requirements -Accuracy of reports -Appropriateness of personnel -Technical excellence 	<ul style="list-style-type: none"> -Within budget (over/under target costs) -Current, accurate, and complete billings -Relationship of negated costs to actual -Cost efficiencies -Change order issue 	<ul style="list-style-type: none"> -Meet Interim milestones -Reliable -Responsive to technical directions -Completed on time, including wrap-up and contract administration -No liquidated damages assessed 	<ul style="list-style-type: none"> -Effective management -Businesslike correspondence -Responsive to contract requirements -Prompt notification of contract problems -Reasonable/cooperative -Flexible -Pro-active -effective contractor recommended solutions -Effective snail/small disadvantaged business Subcontracting program
0. Zero	Nonconformances are comprises the achievement of contract requirements, despite use of Agency resources	Cost issues are comprising performance of contract requirements.	Delays are comprising the achievement of contract requirements, despite use of Agency resources.	Response to inquiries, technical/ service/administrative issues is not effective and responsive.
1, Unacceptable	Nonconformances require major Agency resources to ensure achievement of contract requirements.	Cost issues require major Agency resources to ensure achievement of contract requirements.	Delays require major Agency resources to ensure achievement of contract requirements.	response to inquiries, technical/ service/administrative issues aremarginally effective and responsive.
2. Poor	Nonconformances require minor Agency resources to ensure achievement of contract	Costs issues require minor Agency resources to ensure achievement of contract	Delays require minor Agency resources to ensure achievement of contract	Responses to inquiries, technical/ service/administrative issues is somewhat effective a

FY 2022 Families First Project

DCRL-2021-U-0097

requirements.	requirements.	requirements.	responsive.
3. Acceptable	Nonconformances do not impact contract contract	Cost issues do not impact Responses to inquiries, technical/achievement of contract service/administrative issues is requirements. requirements. usually effective and responsive.	Delays do not impact achievement of requirements. requirements.
4. Good	There are no quality problems. Responses to inquiries, technical/	There are no cost issues.	There are not delays.
5. Excellent	The contractor has demonstrated an exceptional performance level in some or all the above categories.		