



# Fiscal Year 2024 Scholarships for Out of School Time Program – Coordinating Entity Request for Applications

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RFA Release Date: Wednesday May 31, 2023  
Applications Due Date: Friday June 30, 2023, by 5:00 pm EST

There are no mandatory meetings necessary to apply for this grant competition. All information is available on the Learn24 [website](#). The Office of Out of School Time Grants and Youth Outcomes (OST Office) located in the Office of the Deputy Mayor for Education (DME) wants to support applicants and encourages all applicants to participate in the various opportunities for support.

Applications and attachments must be submitted through Cityspan at [Learn24RFA.cityspan.com](http://Learn24RFA.cityspan.com). Successfully submitted applications will receive an email confirmation from Cityspan upon completion of the submission. If a confirmation is not received, contact [RFAOST24@dc.gov](mailto:RFAOST24@dc.gov) **within 24 hours** from the time of submission. Applications that do not receive a confirmation will not be reviewed.

One application per organization will be accepted in response to this Request for Applications.

Late (after 5:00 pm on Friday June 30, 2023), incomplete, paper, or email applications will not be considered, regardless of reason, e.g.- technical difficulties. All funding decisions are final and are not subject to review, appeal, or protest.

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# STATEMENT OF WORK

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## Introduction

The Government of the District of Columbia (District) is committed to supporting students in preparing for a bright future. In service of that commitment, the District supports out of school time (OST) programs.

The funds available through this Request for Applications (RFA) will be awarded through the Office of Out of School Time Grants and Youth Outcomes (OST Office), located in the Office of the Deputy Mayor for Education (DME).

Learn24 is the name for the network that supports equitable access to high-quality, OST programs for the District's students. Learn24 supports coordination among nonprofit organizations and District government agencies through targeted grant-making, data collection, evaluation, and through the provision of training, capacity building, and technical assistance to OST providers. The OST Office stewards the Learn24 brand to bring awareness of the OST Office, the Institute for Youth Development, the Commission on Out of School Time Grants and Youth Outcomes, higher education partners, District agencies, philanthropic partners, and the hundreds of nonprofits and schools that offer programs to students outside the school day.

Pursuant, in part, to DC Office of Out of School Time Grants and Youth Outcomes Act of 2016, DC Law 21-261; DC Official Code § 2-1555.04, traditional grants shall be for terms of three (3) years, subject to the availability of funding. This Fiscal Year 2024 (FY24) Scholarships for Out of School Time competition is available to applicants until the end of this grant period, which ends on September 30, 2024. For the purpose of this RFA, FY24 is defined as October 1, 2023, to September 30, 2024. If awarded, FY24 grantees are subject to renewal for a maximum of two additional fiscal years (FY25 and FY26), which serve as option years. Grant awards are subject to these renewal/option years based on the availability of funds and based on meeting all performance and compliance requirements for FY24, and for each option year. All performance and compliance requirements can be found in the Successful Grant Applications section, pages -11-13.

## Scope

This RFA seeks to fund one nonprofit with a history of supporting scholarship programs to manage the FY24 Scholarships for Out of School Time Program. The goal of the FY24 Scholarships Program is to increase access to and participation in OST programs for students with specific needs. These needs are not met through the over 90 organizations funded by the OST Office (Learn24).

The OST Office seeks one partner to manage the entirety of the Scholarships for Out of School Program from application, through selection, and finally the award.

## Amount of Funding to be Awarded

Grant awards are contingent on the availability of funds. The OST Office anticipates awarding one grant up to \$750,000 in total award, with \$250,000, or one-third (1/3) of the total grant award, to be explicitly used to provide scholarships for out of school time programs to students with disabilities.

## Grant and Program Period

The grant and program period are from October 1, 2023, through September 30, 2024.

## Target Population

This program must serve students between the ages of 5-18 identified as at-risk and/or underserved. As defined by the Fair Student Funding and School – Based Budgeting Amendment Act of 2013, Section 4 (a) (2A) “at-risk”, as defined by DCPS, is any DC resident K-12 student who is identified as one or more of the following:

- A. Experiencing homelessness;

- B. In the District's foster care system;
- C. Qualifies for the Temporary Assistance for Needy Families program or the Supplemental Nutrition Assistance Program; and/or
- D. A high school student that is one year older, or more, than the expected age for the grade in which the student is enrolled. Examples of programs that the scholarship may support are programs designed specifically for students with disabilities, advanced learners, and English Language Learners.

In addition, for the purpose of this RFA, underserved youth shall include any DCPS resident K-12 student who is identified as one or more of the following:

- A. Economically disadvantaged as demonstrated by eligibility for Free- and Reduced-priced Meals;
- B. Has a disability as demonstrated by an Individual Education Plan (IEP);
- C. English Learner;
- D. Lesbian, Gay, Bisexual, Transexual, Intersex or Queer/Questioning, Asexual and other terms (such as non-binary and pansexual (LGBTIQA+); and/or
- E. Residing in Wards 5, 7 or 8.

### Competitive Priority Points

The District maintains the right to provide competitive priority points for programs serving a high percentage of at-risk/underserved students based on the information found through the DC Policy Center's 2023 [Needs Assessment of Out-of-School Time Programs](#).

Competitive priority points will be awarded by the OST as follows:

#### Up to Thirty-two (32) Points

Up to thirty-two (32) points, or four (4) points each, will be awarded for each of the eight (8) categories of at-risk/underserved youth listed above that the applicant proposes to serve. Note, eligible recipients of TANF, SNAP and/or Free and Reduced Meals represent one category, economically disadvantaged youth. The actual number of additional points to be awarded is based on the percentage of at-risk/underserved youth per category that the applicant proposes to provide scholarships to, as follows:

Per each of eight (8) at-risk and underserved categories:

- 1-24% served = 1 point
- 25-49% served = 2 points
- 50-74% served = 3 points
- 75-100% served = 4 points

While competitive points for serving at-risk/underserved youth will be awarded based on the proposed number of youths to be served within each category, the actual percentage of participating youth per category enrolled in OST programs will be verified through data provided by the District of Columbia Public Schools and Office of the State Superintendent of Education. Grantees must provide services to youth within +/-10% of the percentage proposed per category to maintain grant compliance. Inability to do so may subject grantees, at the discretion of the OST Office, to immediate termination of the grant agreement or ineligibility for funding in future years.

#### Four (4) Points

An additional four (4) points will be awarded to applicants who are current FY23 OST grantees and that have met all grant agreement, performance, and compliance requirements, including but not limited to program and financial reporting, and attendance at all required OST trainings facilitated by The Institute for Youth Development.

## Program Design

The OST Office envisions a Coordinating Entity that will collect applications monthly and make recommendations of between five to ten (5-10) applications to be awarded monthly. The OST Office will approve the final list of recommended students to be funded to ensure the goals of the program are achieved. The maximum scholarship amount should not exceed \$10,000 per person per fiscal year.

The applicant must describe the following in the application:

1. Program Design – Describe how the program will be staffed, how the selection committee will be identified, how the program will ensure funds are used for the intended purpose.
2. Application Process – Describe how a student or parent will apply. Indicate if the process is online, in-person, mail, etc., and how the grantee applicant will ensure accessibility for underserved communities (i.e., students experiencing homelessness, in foster care, English learners, students with disabilities, etc.)?
3. Eligibility – Describe who will be eligible for a scholarship and how eligibility will be verified.

Preference will be given to applicants that have a history of managing, operating, and coordinating a scholarship program.

## Program Outcomes

The applicant must describe how the program will measure satisfaction with the scholarship program and how the program may have impacted the scholarship recipients.

## Eligibility

### Organizational Structure and Status Requirements

Organizations must have a 501(c)(3) nonprofit status as determined by the Internal Revenue Service (IRS) for a minimum of two (2) years at the time of submission. Applicant must submit 501(c)(3) designation letter from the Internal Revenue Service (IRS). (Appendix 3)

In addition, the applicant must be in good standing with the IRS by supplying two (2) years of the most recent Form 990 filings. The OST Office has the right to review the IRS website for confirmation of the filings.

Applicant must be incorporated and registered to operate in the District of Columbia and be in good standing as evidenced by a valid:

- i. Office of Tax and Revenue (OTR) Clean Hands Certificate (Appendix 4)
- ii. DCRA Certificate of Good Standing (Appendix 5)
- iii. Department of Consumer and Regulatory Affairs (DCRA) Basic Business or Charitable Solicitation License (Appendix 6)

If the applicant is a prior Learn24 grantee, the applicant must be compliant with all prior grant agreements.

### Organizational Finance

The District supports fiscally responsible organizations. The applicant must be able to show a strong history of financial management and audits.

The applicant must include copies of:

1. Current Balance Sheet and Profit Loss Statement
2. Last two years of the IRS Form 990 & all schedules, if required for filing
3. Board approved organization budget
4. Two years of audit reports conducted by an independent CPA and completed within the last 24 months, with findings/conclusions that indicate sound financial management/a clean audit.

If the results of an organization's audit are not "clean" (favorable or no cause for fiscal management concerns) the organization may be subject to the immediate termination of the agreement, at the discretion of the OST Office.

### Grant Fund Limitations

Grant funds may not be used for any of the following activities:

Serving students from other jurisdictions; any program other than the one described in the application; alcohol of any kind; bad debts; contingencies; indemnity insurance; self-insurance; retirement or pension plans; post-retirement benefits; legal expenses or professional service costs; land or building purchases or capital improvements; purchase of vehicles; entertainment or social activities; food or beverages associated with entertainment; food or beverages for staff, board, or volunteers; interest on loans; fines and penalties; fines and penalties of any grant awards; fundraising or grant-writing; investment management costs or fees; membership to lobbying organizations or activities; direct gifts to lobbying campaigns; public relations of the organization (e.g., displays, ads, exhibits, conventions, travel); faith-based activities; staff or board bonuses, and/or staff, volunteer, or board incentives; any payments to members of the Board of Directors; participant cash incentives, stipends, or gift cards (other than nominal amounts); re-granting (also known as sub-granting); subcontracting; and payment, sales tax or other exempted taxes, or fees to any government agencies except as may be needed to comply with the District of Columbia's Criminal Background Check policy.

### Grant Expenses

Grant funds awarded must be applied to direct program costs such as program staff salary and benefits, program supplies and materials, curricula, program evaluation, staff time and expenses related to procuring background checks, staff time related to data entry, reporting, prorated accounting costs when directly related to program expenses.

The Nonprofit Fair Compensation Act of 2020, D.C. Law 23-185, Subchapter XI-A, allows any grantee to apply a federal Negotiated Indirect Cost Rate Agreement (NICRA) to the grant funds and approved budget. If a grantee does not have a NICRA, the de minimus indirect rate is 10%.

## APPLICATION

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### Submission Requirements

All application materials must be submitted through Cityspan at [Learn24RFA.cityspan.com](https://learn24RFA.cityspan.com) by Friday, June 30, 2023 at 5:00 pm EST. The narrative and budget will be completed through the Cityspan application form. All required documents must be uploaded as PDF, Microsoft Word, or Microsoft Excel files and be submitted with the completion of the Cityspan application form. Successfully submitted applications will receive an email confirmation from Cityspan upon completion. Applicants should print/save the confirmation as evidence of submission. The confirmation email will be sent to the email address provided for the "Proposal Point of Contact" in the submitted application. If a confirmation is not received, contact [RFAOST24@dc.gov](mailto:RFAOST24@dc.gov) within 24 hours from the time of submission. Applications without a confirmation or without evidence of submission, late, or incomplete applications will not be reviewed, regardless of reason, e.g.- technical difficulties.

The application will not be reviewed if the applicant fails to follow the requirements set forth within the Cityspan application form and/or fails to submit all required documents. Additional documents not requested will not be reviewed and will be removed from the application materials.

### Organization Profile

Complete the following components of the organizational profile included within the Cityspan application form and upload all required documents listed below.

### Organization Overview

- Organization's legal name
- Employer Identification Number (EIN)
- Mailing Address
- Indication of whether organization has had a contract with DC government that was terminated within the last five years
- Organization Mission
- Number of full- and part-time employees
- Total organization budget

### Organization Contacts

- Grant Administrator/Primary Contact name, title and contact information
- Signatory name, title and contact information
- Data Administrator name, title, and contact information

### Certifications and Assurances

The authorized signatory must sign and date after each of the required certification and assurance statements:

- Terrorist Exclusion
- Non-Discrimination Policy and Delivery of Services
- Staff Clearances and Requirements
- Personal Assurance

### Attachments

The following checklist summarizes the list of required documents to be uploaded and submitted with the Cityspan application form.

- Board-approved Organization Annual Budget
- Current fiscal year Balance Sheet, including Profit & Loss Statement
- Two (2) years of audit reports conducted by an independent CPA
- Two (2) years of the most recently completed signed Form 990, 990EZ, or 990N and any schedules filed
- IRS Determination Letter of 501(c)(3) non-profit organization dated June 7, 2021, or earlier
- DCRA Basic Business License, currently valid through June 30, 2024, or if it will expire before June 30, 2024, organization will renew the Business License when it expires
- DCRA Certificate of Good Standing dated within the past year or between June 7, 2022 and June 7, 2023
- OTR Clean Hands Certificate dated within the past year or between June 7, 2022 and June 7, 2023

### Program Description (92 points)

Complete the following components of the program description within the Cityspan application form.

#### Funding Request

- Total program budget
- Amount of grant funds requested

#### Proposal Point of Contact

- Proposal Point of Contact Name and contact information

#### Organization History, Capacity and Relevant Experience (12 points)

- Indicate whether the organization is a current OST grantee.
- Describe the organization's history and mission. Describe any past scholarship programs that have been managed by the organization and how success was measured. Provide detailed examples. Describe the organization's approach and philosophy towards youth development.

- Describe the organization's capacity and experience with managing and complying with programmatic and reporting requirements. Describe the personnel responsible for the various elements of the grant. Describe the ability to manage a federal grant programmatically.
- Describe how the organization identifies structural racism and works to dismantle those systems.

### Target Population to be Served (12 points)

- Detail the targeted population to be served using the most current data available. Describe why the organization is proposing to serve this population. Describe how the specific population of students to be served will be identified.
- Detail how the applicant will ensure a minimum of \$250,000, or one-third (1/3) of the total grant award, will be used to award scholarships for OST programs to students with disabilities. How will the organization reach families of students with disabilities? How will students with disabilities be identified?
- Describe how the proposed program will address the needs of "at-risk" and/or underserved youth as defined in the RFA. Detail accurately how the organization determines youth meet the definition of at-risk and/or underserved.

### At-risk and Underserved Population(s) to be Served (32 points)

- Indicate the proposed percentage of at-risk and/or underserved populations to receive scholarships for OST programs.

### Program Design (36 points)

- Provide a general overview of the FY24 Scholarships for Out of School Time Program. Detail how students and parents will apply for the scholarship program. Describe the accessibility of the application program and what supports are available for students or parents having difficulty accessing the application.
- Detail an effective communication plan, including any marketing and/or advertising necessary to reach targeted families and students. Describe specific methods that are achievable and realistic to build awareness and ensure knowledge of the program. Explain how the program will be marketed to reach English Learner communities.
- Detail the eligibility criteria for selection. Detail how eligibility is verified and is achievable for the targeted families and students to meet the verification process.
- Detail the selection process and how the committee will make recommendations to the OST Office. Describe how applicants are notified on the status of their application. Detail how the applicant will handle disagreement with the OST Office on a recommendation(s).
- Detail the oversight of the program and how applicants are monitored. Describe how the applicant responds if an approved scholarship intention is changed and how a scholarship applicant request is handled if scholarship applicant requests additional funding beyond their initial request.
- Detail the type of support the applicant will require from the OST Office. Detail how outcomes of the program will be collected and analyzed. Describe how many scholarships may be distributed during the program and the frequency of distribution.
- State up to three measurable objectives that will guide the development of the grant-funded program. Describe the evidence-based research services and activities (program, models, instructional methods, and techniques) that will be implemented to achieve each objective and that will be supported by the requested funds. All content, activities, and services must be secular, neutral, and nonideological.

#### What is a Measurable Objective?

A measurable objective has four components:

- 1) Subject (who is the target or focus?);
- 2) Behavior (what will be changed/improved?);
- 3) Specific criteria for assessing improvement, readiness, or achievement; and
- 4) Time period for performance or assessment.

#### Examples

- 1) By September 30, 2024, 80% of applicants will receive a scholarship to participate in OST programming that meets their needs.
- 2) By September 30, 2024, a minimum of 40 students with disabilities will receive a scholarship to participate in OST programming that meets their needs.
- 3) By September 30, 2024, 85% of families receiving a scholarship for one or more children to attend an OST program will report satisfaction with the Scholarship Program.

## Program Site/Services

Complete the following components for any program site(s) and services within the Cityspan application.

### Site Location(s)

- Name(s) and location(s) of site(s) or headquarters
- Type of facility
- Ward site is located within

### Students to be Served

- Targeted wards to be served
- Specific neighborhood(s) and/or school(s) to be served
- Total number of unduplicated youth to be served
- Grade level(s) of youth to be served
- Types of students served

## Program Support & Sustainability (28 points)

Complete the following components for program support and sustainability within the Cityspan application form.

### Coordination (8 points)

- Describe the recruitment and selection of the Scholarships for OST Programs Selection Committee. Describe how and to whom the scholarships may be issued and awarded.
- Demonstrate how the program will utilize partnerships to offer a broad spectrum of outreach to the target youth and families to be served, including English Learner families and families of students with disabilities. Examples of types of partnerships include schools, other community and/or faith-based organizations; youth groups, libraries; cultural and sports organizations; museums; cooperative extension agencies; and government agencies.
- Applicants are advised to provide signed MOAs or Letters of Support, with a clear demonstration of commitment from senior administrators of any partnering organizations. Note: quality partnerships are more important than quantity.

### OST Program Staffing (8 points)

- Detail the staff of the program. Name and describe the key staff who will manage and deliver the program and how staff will engage with English Learner scholarship applicants.
- Detail key staff that will manage grant funds. Provide quantitative and qualitative evidence of success in managing and complying with grant requirements. Describe how the staff ensures grant funds are used for intended purposes.

### Quality and Continuous Improvement (4 points)

- Detail organization's history of commitment to the continuous cycle of improvement through measurements such as self-assessment, external assessment, or completed staff training. Detail any changes made to the program based on data collected in previous years with examples of how those changes affect youth and families. Explain how youth and/or families are involved in the process of continuous improvement.

### Sustainability (8 points)

- Describe the organization's indirect costs and if the organization's indirect costs are above 30%, explain why.
- Describe in detail how the organization plans to raise revenue for the proposed program (e.g., fundraising events, private donations, government initiatives, etc.). Include details on other funding sources the organization is applying for or has secured for the program.

### Budget and Budget Narrative (12 points)

Complete a line-item budget and budget narrative within the Cityspan application form that clearly details the expenses to be charged to the grant up to the requested award amount. Include calculations for all costs and activities. Budget calculations must include quantities, unit costs, and other similar details sufficient to verify calculations. All costs must be reasonable and necessary to carry out the grant objectives.

- Program Personnel
  - Employee Salaries - Include individual detail of staff positions and calculation of wages for each position.
  - Employee Benefits – Include the breakdown of each fringe benefit for each position.
- Program Implementation
  - Contractual/Purchased Services – Describe and list each contractual service with a budgeted amount.
  - Supplies & Materials – Describe and list all types of materials or supplies, including major purchases of instructional curriculum with a budgeted amount.
  - Equipment – Describe and list any equipment with a budgeted amount.
  - Travel - Describe and list travel services with a budgeted amount.
  - Marketing & Outreach- Describe and list marketing and outreach services with a budgeted amount.
  - Other Direct Program Cost- Describe and list other direct program cost with a budgeted amount.
- Program Operations - Operational expenses include but are not limited to:
  - Rent
  - Utilities
  - Telecommunication
  - Equipment
  - Postage and delivery
  - Insurance – OST grantees must procure and maintain the types of insurance specified (Appendix 7). It is recommended that prior to submission of a grant application, applicants request that an insurance broker or insurance company review proposed services and provide a quote for required coverage based on the number of students to be served and the location(s). Applicant may include estimated insurance expenses as a line item in the proposed budget under Program Operations.
- Organization Expenses - Provide a detailed explanation for all proposed expenses related to administration of the grant funds. The maximum allowable amount for indirect costs may not exceed 10 percent of the total award. The percentage of direct instructional services and fringe benefits for administrative positions shall not be used to determine the 10 percent. If the organization's indirect costs are above 10%, explain why.
  - Salaries - Include individual detail of indirect staff positions and amounts for each position.
  - Contractual/Purchased Services – Describe and list each purchased service with a budgeted amount.
  - Other - Describe and list any additional indirect operational expenses implementation cost with a budgeted amount.

# APPLICATION DATES AND SCORING

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## Important Dates

- Wednesday May 31, 2023 – RFA Release
- Wednesday, June 7, 2023: Grant Information Session
- Wednesday, June 14, 2023: Last day that questions may be submitted
- Friday June 16, 2023: Last day that answers will be published
- Friday, June 30, 2023: Completed applications due electronically by 5:00 p.m.
- June-July 2023: If needed, questions to applicants to clarify/verify application materials
- August 2023: Awards announced

## Grant Technical Assistance

- Grant Information Session: OST Office will host an information session to provide an overview and answer questions related to the RFA. Applicants are strongly encouraged to participate.
  - Wednesday, June 7, 2023, from 2:00 pm – 3:00 pm. Registration is not required. Attend the information session by clicking [here](#).

## Questions

Questions regarding the RFA must be submitted via email to [RFAOST24@dc.gov](mailto:RFAOST24@dc.gov) with subject line: Youth OST Scholarships. Questions and answers will be published beginning June 2, 2023. Once published, the questions and answers will be updated regularly as questions are received until June 14, 2023. Responses to questions will be provided through the document within 36 hours of receipt, except on weekends. Questions and answers can be found at [FY24 Scholarships for OST Q&A](#).

## Review Process

### Scoring

Each proposal will be reviewed by three (3) independent reviewers using the scoring rubric and averaged. If the three reviewer scores differ by ten (10) points (+/-) or more from the average score, a fourth review will be completed. One reviewer score furthest from the mean will be discarded to leave three reviewer scores. (Appendix 8)

Applicants may receive up to 132 points as follows:

- Program Description (92 points)
- Program Coordination, Staffing, Quality & Sustainability (28 points)
- Budget and Budget Narrative (12 points)

The reviewer scores will be used to calculate a final score that is then used to rank applications. The scores and ranks are used by the OST Office to make final award determinations. The District may provide additional points for priorities to ensure equity across the District. Additional points will be awarded consistently and objectively based on information supplied in the proposal.

## Reviewers

OST Office will recruit and accept reviewers who have a background and knowledge of youth programming. All reviewers are screened for conflicts of interest. Each reviewer will receive training on how to score using a scoring rubric.

## Notification Process

All applicants will be notified via email about the status of the award in August 2023. Applicants will receive reviewer scores sheets in September 2023. Applicants should ensure [RFAOST24@dc.gov](mailto:RFAOST24@dc.gov) is on the list of acceptable email

address to ensure receipt of emails related to the grant competition. Failure to respond to emails from [RFAOST24@dc.gov](mailto:RFAOST24@dc.gov) within 24 hours may result in immediate ineligibility to receive a grant award.

### **Awards**

All funding decisions are final and are not subject to review, appeal, or protest.

## **SUCCESSFUL GRANT APPLICANTS**

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### **Requirements If Awarded**

#### **Grant Agreements**

Grantees will complete grant agreements with the OST Office and submit all required documents by September 30, 2023. Failure to submitted required documents and insurance by the deadline may result in immediate termination of the grant award.

#### **Grantee Meetings and Activities**

The grantee must complete the activities as described in the application for which the grantee was funded. Any deviations should be raised with Learn24 in writing for review and approval, prior to being implemented.

A minimum of one (1) mandatory grantee meetings will be held during the grant period to discuss grant compliance, data use, forms, reporting requirements, and other relevant details.

#### **OST Events**

Grantees will be required to attend at minimum 1 of 2 OST district-wide events- Summer in the City and/or Afterschool in the City.

#### **Trainings and Certifications**

Grantees must participate in required professional development trainings, as identified by the OST Office's Institute for Youth Development for each fiscal year, including training sessions focused on supporting students with special needs, and offered by the OST Office's Institute for Youth Development, at no cost to grantees. Required trainings must have at minimum one representative from each organization. Required trainings will be established by The Institute each fiscal year.

#### **Operations**

Grantees must designate at least one individual as the primary contact and implementor of the program.

Organizations shall maintain and be able to provide documentation related to the grant for five (5) years after receipt of the final payment. At any time before final payment and five (5) years thereafter, the District may request the organization's invoices, vouchers, receipts, statements, payroll register, program information, and/or audits. If a grantee fails to comply with the grant agreement or significantly alters the intent of programming from the original application, this may result in a delayed or non-payment. Any payment may be reduced by amounts found to be unallowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the organization and an overpayment or an unallowable cost has been identified the organization shall return funds within 30 days of receipt of written notification.

Organizations shall establish and maintain books, records, and documents (including electronic storage media) in accordance with Generally Accepted Accounting Principles and Practices (GAAP) and which include sufficiently supported documentation and properly reflect all revenues and expenditures of grant funds awarded. Supporting documentation includes canceled checks, proof of payment or electronic transfer, account statements, credit card receipts, invoices, petty cash slips, or other form of documentation that substantiates the expenditure listed.

## Insurance

Upon notice of grant award, the Grantee at its sole expense shall procure and maintain, during the entire period of performance under this Agreement, the required types of insurance specified by the Office of Risk Management (ORM), based on the scope of their work. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this Agreement, the required types of insurance specified by ORM at the levels determined by ORM (Appendix 7).

## Confidentiality

Grantees acknowledge and agree that if confidential information is so identified and disclosed by one party to the other, each party shall hold all such confidential information in the strictest confidence as a fiduciary and shall not voluntarily sell, transfer, publish, disclose, display, or otherwise make available to any third persons such confidential information or any portion thereof without the express written consent of the other party. OST Office and Grantee shall each use their best efforts to protect confidential business information.

## Data

Grantees may be required to collect consent forms and participate in research and evaluation activities commissioned by the District. Grantees will submit data directly to the Grantor. These activities include but are not limited to actual application information, demographics of applicants, types of requests, scholarship use and completion, and collection of students/family survey.

## Monitoring and Compliance

Specific monitoring schedules will be established and included in the grant agreement. Grantor staff or designee (with appropriate identification) may make a minimum of one scheduled and one unscheduled monitoring visit.

Monitoring may involve interviews and random reviews of reports, documents, clearances, background checks, policies, procedures, and data to determine the organization's level of compliance with grant requirements and to identify specifically whether the organization's operational, financial, and management systems and practices are adequate to account for grant funds.

## Staff Clearance Requirements

Grantees will be required to have the following background checks completed and uploaded into Cityspan for all of the organization's staff, mentors, volunteers, contractors, and subcontractors who have regular (at least once weekly) and unsupervised access to youth, including those conducting any virtual programming:

- Federal Bureau of Investigation (FBI) criminal background Check and signed affidavit one-year after the initial FBI Check
- Metropolitan Police Department (MPD) criminal background check and signed affidavit one-year after the initial MPD Check, and
- National Sex Offender Registry (NSO) and signed affidavit one-year after the initial NSO check.

All clearances must be valid for the duration of the grant period or renewed prior to expiration. If background checks expire during the grant period, the background check must be renewed in a timely manner prior to expiration.

## Program Reporting

Grantees will be required to complete program reports on a quarterly basis throughout the indicated grant period.

Grantee must be able to provide program reports related to the grant at the request of the District for at least five (5) years after receipt of the grant closeout letter.

## Financial Reporting

Grantees will invoice the District via the DC Vendor Portal for disbursement of the grant.

Grantees shall maintain records that contain information identifying any grant awards received, any authorizations, any obligations, any unobligated balances, all assets, all outlays, and all income. The records shall compare actual expenditures to the budget as well as cumulative grant award installments/payments.

Upon request, accounting records shall be supported by source documentation, including but not limited to, receipts, agreements, contracts, canceled checks, invoices, vouchers, paid bills, financial statements, approved time and attendance reports, bank statements, and payroll records. All of which shall be clearly identified, legible, and readily accessible to Grantor.

Grantee must provide an organizational audit for the grant funds within twelve (12) months at the completion of the grant.

### **Disbursements of Funds**

Once the grant agreement is fully executed, the Grantee will invoice the District for the first payment, totaling 25% of the grant total. All subsequent invoices will be paid on a quarterly basis.

### **Accountability Risk Profile**

At the completion of a grant period, the OST Office shall provide the grantee an accountability risk profile (“ARP”), which shall designate the grantee as “low-risk”, “medium-risk”, or “high-risk”.

As part of the process of making an ARP risk profile, the OST Office shall review whether the grantee met all grant agreement requirements, including program reporting and financial reporting.

The ARP risk classification will determine the grantees eligibility for continuation of grant funds for an additional program term, up to but not exceeding two additional fiscal years, and the amount of monitoring required by the OST Office for future grants.

An organization designated as “high-risk” shall not be eligible to apply for a grant from the OST Office until both: one (1) year has elapsed since the date of the designation; and two (2) appropriate documentation has been provided to the OST Office that documents the organization’s performance has improved. Performance improvement can be documented either in the form of an audit or an independent program assessment.

## **APPENDICES**

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Appendix 1: Example Organization Budget

Appendix 2: Glossary

Appendix 3: Sample IRS Determination Letter 501(c)3 Status: Tax Exempt Form

Appendix 4: Sample OTR Clean Hands

Appendix 5: Sample DCRA Certificate of Good Standing

Appendix 6: Sample DCRA Basic Business License or Charitable Solicitation License

Appendix 7: Insurance Requirements

Appendix 8: Scoring Rubric - Attachment

## Appendix 1: Example Organization Budget

Revenue Description		Projected Income
	Corporate Donations (Walmart, KPMG)	50,000
	Individual Contributions (United Way, CFC)	100,000
	Interest	136
	Cafritz Foundation Grant	100,000
	Meyer Foundation Grant	100,000
	Learn24 – Safe Passage Grant	100,000
	Other Grants (description provided in the narrative)	100,000
	Program Fees	5,000
	Events	5,000
	<b>Total Revenue</b>	<b>\$560,136</b>
Expense Description		Projected Expenses
	<b>Management and General</b>	
	Salaries (Executive Director)	120,000
	Benefits	20,000
	Administrative Supplies	5,000
	Building Expenses Rent	78,000
	Insurance	5,600
	Utilities	24,400
	Equipment	10,000
	Legal Fees	5,000
	Professional Fees	25,000
	Phone and IT Services	20,000
	<b>Subtotal Expenses</b>	<b>\$313,000</b>
	<b>Program</b>	
	Salaries (Program Manager, subcontractors, and part time)	150,000
	Benefits	30,000
	Clearances (Staff and Volunteers)	300
	Program Supplies	12,000
	Program Equipment (one laptop for the program manager)	3,000
	Outreach supplies	2,500
	<b>Subtotal Expenses</b>	<b>\$197,800</b>
	<b>Total Expenses</b>	<b>\$510,800</b>

Indirect Rate is equal to [insert explanation], if applicable.

## Appendix 2: Glossary

**Activities:** (program activities) are the actions or events provided to generate desired outcomes.

**Applicant:** an entity that submits an application to be considered for funding.

**Asset Based:** An approach that focuses on the strengths and competencies that children and youth have that values resilience over risk, assets over deficits, and strengths over weaknesses. An asset based approach focuses on leveraging existing strengths as opposed to fixing what is “wrong”.

**At-Risk:** Fair Student Funding and School, Based Budgeting Amendment Act of 2013 Section 4(a)(2A) states “At-risk” means a District of Columbia Public School (DCPS) student or a public charter school student who is identified as one or more of the following: (A) Homeless; (B) In the District’s foster care system; (C) Qualifies for the Temporary Assistance for Needy Families program or the Supplemental Nutrition Assistance Program; or (D) A high school student that is one year older, or more, than the expected age for the grade in which the student is enrolled.

**Direct Program Costs:** costs related to carrying out program activities and working directly with the students such as teachers, instructors, other education staff, aids, assistants, interns, supplies, curriculum, and management.

**DME:** Office of the Deputy Mayor for Education

**DPR:** Department of Parks and Recreation

**Dosage:** the amount of time or number of activities.

**Evidence Based Practices:** practices or programming that have been shown through research or data to improve outcomes.

**Family Education Rights and Privacy Act (FERPA):** The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. FERPA gives parents certain rights with respect to their children’s education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are “eligible students.”

**Frontline Staff:** staff that work directly with youth.

**Goal:** an indicator established to determine whether an objective has been achieved (e.g. all participating youth have improved their literacy scores).

**Grantmaking Partner:** a nonprofit organization that administers and monitors the OST Grant Program on behalf of the OST Office.

**Indirect/Operating Costs:** costs that cannot be tied directly to the program, but costs that are incurred to support the program, such as general operating costs or overhead costs (e.g. audits, audit fees, grant writing, management or finance salaries, or administrative rent).

**Inputs:** resources that go into a program including human, financial, organizational, and community resources available for carrying out a program’s activities.

**Local Education Agency:** the DCPS system or any individual or group of public charter schools operating under a single charter.

**Opportunities:** activities, roles, and responsibilities taken on and done by youth to explore, express, earn, belong, and influence.

**OST Commission:** The Commission on Out of School Time Grants and Youth Outcomes.

**Out-of-School Time (OST) Program:** a structured, supervised learning or youth development program offered to District youth before school, after school, on weekends, or during seasonal breaks.

**Outcomes:** knowledge, skills, attributes, abilities, and behaviors youth need to be healthy, caring, and responsible as they transition to adulthood

**Outputs:** tangible and measurable results of what a program does or provides that then lead participants to desired outcomes. (e.g. number enrolled, number retained, number and/or duration of workshops, homework sessions, college visits, special events, and guest speakers).

**Personally identifiable information (PII):** information that, alone or in combination, can be linked to a specific student including but not limited to: child or family name, address, Unique Student Identifier, school name, date

of birth (DOB), place of birth, or mother's maiden name. Aggregate data may sometimes include PII if the underlying data is so narrowly-defined that the information can be used to identify the student. Furthermore, group level aggregated data where the group is less than 5 children could be identifiable as well.

**Positive Youth Development (PYD):** is a method that engages youth within their communities, schools, organizations, peer groups, and families in a manner that is productive and constructive; recognizes, utilizes, and enhances youths' strengths *so that youth are empowered to reach their full potential*. PYD differs from other approaches to youth in that it rejects an emphasis on trying to correct what is "wrong" with youth's behavior or development.

**Positive Youth Justice (PYJ):** PYJ applies positive youth development theories in a juvenile justice setting and uses a strengths-based approach to serving youth.

**Request for Applications (RFA):** is a solicitation for entities to apply in order to be considered for funding.

**Reviewer:** an individual that reads applications, reviews, and scores applications based on the scoring criteria.

**School-Age Program Quality Assessment (SAPQA):** is a validated instrument designed to measure the quality of school age programs (grades K-6) and identify staff training needs. The SAPQA is one of a number of tools available through Youth Program Quality Intervention (YPQI).

**Services:** provision of resources, knowledge, or goods to or for youth.

**Small Nonprofit Organization:** an organization with an operating budget of less than \$250,000.

**Supports:** things done with youth; relationships addressed by expectations, guidance, and boundaries.

**Survey of Academic and Youth Outcomes-Youth (SAYO-Y):** a youth survey created by the National Institute on Out of School Time (NIOST) at Wellesley College that is comprised of multiple choice, Likert scale questions that are completed by youth participants to measure their program experiences, future expectations, sense of competence, and sense of how the OST program has helped them.

**Target:** an indicator established to determine how successfully an organization is achieving an objective (e.g. x% of youth will improve their literacy scores by at least one grade level).

**Underserved Youth:** any DCPS or public charter school student who is identified as one or more of the following:

- Economically disadvantaged as demonstrated by eligibility for Free- and Reduced-priced Meals;
- Has a disability as demonstrated by an Individual Education Plan (IEP);
- English Learner;
- Lesbian, Gay, Bisexual, Transexual or Questioning (LGBTQ); and/or
- Residing in Wards 5, 7 or 8.

**Youth:** an individual of 21 years of age or less who is eligible to enroll in a District primary or secondary school, or an individual of 22 years of age or less who is eligible to receive special education services from a local educational agency.

**Youth Development:** childhood and adolescence stages of human development that supports social, emotional, cognitive/intellectual, spiritual, and physical growth.

**Youth Developmental Outcomes:** the results of programs, services and supports that are designed to engage youth to meet their developmental needs and refer to changes in knowledge, attitude or behavior. These outcomes have been framed into two categories:

Identity: a sense of personal well-being and connection and commitment to others.

Ability: knowledge, skills, and attitudes that prepare youth for adulthood.

**Youth Participation:** youth having the power to make and implement decisions, together with a share of the responsibility for the outcomes.

**Youth Development (Program):** childhood and adolescence stages of human development that supports social, emotional, cognitive/intellectual, spiritual, and physical growth or a programmatic or service delivery approach that engages youth within their communities, schools, organizations, peer groups, and families in a manner that is productive and constructive; recognizes, utilizes, and enhances youths' strengths; and promotes positive outcomes for youth by providing opportunities, fostering positive relationships, and furnishing the support needed to build on their strengths.

**Youth Program Quality Assessment (YPQA) @:** is a validated instrument designed to measure the quality of grades 4-12 youth programs and identify staff training needs. The PQA is one of a number of tools available through Youth Program Quality Intervention (YPQI).

**Youth Worker or Youth Development Practitioner:** an individual who works with youth to promote developmental outcomes. Youth Workers range from frontline staff to program managers who work with youth in structured, semi-structured, or unstructured settings.

Appendix 3: IRS Determination Letter 501(c)3 Status: Tax Exempt Form

 **IRS** Department of the Treasury  
Internal Revenue Service  
P.O. Box 2508  
Cincinnati OH 45201

In reply refer to: ~~XXXXXXXXXX~~  
Dec. 23, 2011 LTR 4168C E0  
~~XXXXXXXXXX~~ 000000 00  
00017549  
BODC: TE

~~XXXXXXXXXX~~  
~~XXXXXXXXXX~~  
WASHINGTON DC 20003-2802



019320

Employer Identification Number: ~~XXXXXXXXXX~~  
Person to Contact: ~~XXXXXXXXXX~~  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Dec. 14, 2011, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in January 1977.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website [www.irs.gov/ee](http://www.irs.gov/ee) for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

## Appendix 4: OTR: Certificate of Clean Hands

The application can be found at <https://otr.cfo.dc.gov/page/online-clean-hands-application>

 Government of the District of Columbia

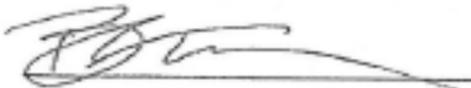
### CERTIFICATE OF CLEAN HANDS

  
  
WASHINGTON, DC 20002-5330

EIN : \*\*\*\*\*

As reported in the Citywide Clean Hands system, the above referenced individual or entity has no outstanding liability with the District of Columbia. As of the date herein, you have complied with the following official DC code and therefore are issued this Certificate of Clean Hands.

TITLE 47. TAXATION, LICENSING, PERMITS, ASSESSMENTS AND FEES  
CHAPTER 28. GENERAL LICENSE LAW  
SUBCHAPTER II. CLEAN HANDS BEFORE RECEIVING A LICENSE OR PERMIT  
D.C. Code § 47-2862 (2006)  
§ 47-2862. Prohibition against issuance of license or permit.



Authorized By Bobby Tucher  
Chief Collection Division

Date: Tuesday this 22nd day of September 2015 03:24 PM

Tracking#: 379271

*This document is a certified, complete and true copy*



## Appendix 6: DCRA: Basic Business License Charitable Solicitation

The application can be found at [https://dmped.dc.gov/sites/default/files/dc/sites/dcra/publication/attachments/BBL\\_app\\_instructions.pdf](https://dmped.dc.gov/sites/default/files/dc/sites/dcra/publication/attachments/BBL_app_instructions.pdf)

☆☆☆  
 GOVERNMENT OF THE DISTRICT OF COLUMBIA  
 Vincent C. Gray,  
 Department of Consumer and Regulatory Affairs  
 Business License Division  
 1100 4th Street S.W.  
 Washington DC 20024  
 Date Issued: 7/20/2014  
 Category: 4002  
 License#: [REDACTED]  
 License Period: 9/1/2014 - 8/31/2016

### BASIC BUSINESS LICENSE

Billing Name and Address: [REDACTED] Washington, DC 20003  
 Premise/Application's Name and Address: [REDACTED] WASHINGTON, DC 20003  
 Registered Agent's Name and Address: [REDACTED] Washington DC20003

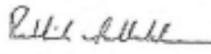
Owner's Name  
 Corp. Name [REDACTED]  
 Trade Name

Co/O/HOP#: CO116788	SSL: 0904 0959	Zone: CHC/C-2-A	Ward: 6	ANC: 6B	PERM NO.

General Business - Charitable Solicitation

- THE LAW REQUIRES THIS LICENSE TO BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES -

\*License Effective from the Date of Issued or Start of License-Period Date

  
 Director:  
 Rabbiah A. Sabbakhan

## Appendix 7: Insurance Requirements

The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this Agreement, the types of insurance specified below. The Grantee shall have its insurance broker or insurance company submit a Certificate of Insurance to the Grant Manager giving evidence of the required coverage prior to commencing performance under this 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 Grant Manager. 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-/VII or higher.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Grantee (except for workers' compensation and professional liability insurance) as an additional insured for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Grantee (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee, and not the additional insured. The additional insured status under the Grantee's Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the Grant Manager in writing. All of the Grantee's liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Agreement by the Grantee, or anyone for whom the Grantee may be liable. These policies shall include a separation of insured clause applicable to the additional insured.

If the Grantee maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee.

1. Commercial General Liability Insurance ("CGL") - The Grantee shall carry a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the Grant Manager in writing), covering liability for all ongoing and completed operations of the Grantee, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit including explosion, collapse and underground hazards.

2. Automobile Liability Insurance - The Grantee shall provide evidence of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the Grant Manager in writing) including coverage for all owned, hired, borrowed, and non-owned vehicles and equipment used by the Grantee, with minimum per accident limits equal to the greater of (i) the limits set forth in the Grantee's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier, and Truckers must be endorsed onto the policy

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3. Workers' Compensation Insurance - The Grantee shall provide evidence of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the Agreement is performed.

Employer's Liability Insurance - The Grantee shall provide evidence of 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. Cyber Liability Insurance - The Grantee shall provide evidence of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Grantee in this Agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to assure compliance.

5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall maintain Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Agreement. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.

6. Sexual/Physical Abuse & Molestation - The Grantee shall carry \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional or mental abuse; any actual, threatened or alleged act; errors, omission or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage under a commercial general liability or professional liability policy will not be acceptable. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage or "shared limits" under a commercial general liability or professional liability policy will not be acceptable.

7. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Grantee's umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

A. PRIMARY AND NONCONTRIBUTORY INSURANCE. The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance, or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

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B. DURATION. The Grantee shall carry all required insurance for two (2) years after the report is accepted by the District.

C. LIABILITY. Section XVII 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 Agreement.

D. GRANTEE'S PROPERTY. Grantee are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, 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.

F. NOTIFICATION. The Grantee shall ensure that all policies provide that the Grant Manager shall be given thirty (30) days prior written notice in the event of coverage and/or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Grantee shall provide the Grant Manager with ten (10) days prior written notice in the event of non-payment of premium. The Grantee will also provide the Grant Manager with an updated Certificate of Insurance should its insurance coverages renew under this Agreement.

G. CERTIFICATES OF INSURANCE. The Grantee shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to the Grant Manager. The Grant Manager may request, and the Grantee shall within three (3) business days provide updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of this Agreement, renewal certificates of insurance, additional insured, and other endorsements shall be furnished to the Grant Manager prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the Grant Manager on an annual basis as the coverage is renewed (or replaced).

H. DISCLOSURE OF INFORMATION. The Grantee agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, contractors consultants, or servants in the performance of this Agreement.

If the Grantee maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee.

1. Commercial General Liability Insurance ("CGL") - The Grantee shall carry a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the Grant Manager in writing), covering liability for all ongoing and completed operations of the Grantee, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit including explosion, collapse and underground hazards.
2. Automobile Liability Insurance - The Grantee shall provide evidence of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the Grant Manager in writing) including coverage for all owned, hired, borrowed, and non-owned vehicles and equipment used by the Grantee, with minimum per accident limits equal to the greater of (i) the limits set forth in the Grantee's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier, and Truckers must be endorsed onto the policy
3. Workers' Compensation Insurance - The Grantee shall provide evidence of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the Agreement is performed.

Employer's Liability Insurance - The Grantee shall provide evidence of 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. Cyber Liability Insurance - The Grantee shall provide evidence of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Grantee in this Agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to assure compliance.
5. Professional Liability Insurance (Errors & Omissions) - The Grantee shall maintain Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Agreement. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
6. Sexual/Physical Abuse & Molestation - The Grantee shall carry \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional or mental abuse; any actual, threatened or alleged act; errors, omission or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage under a commercial general liability or professional liability policy will not be acceptable. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage or "shared limits" under a commercial general liability or professional liability policy will not be acceptable.
7. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Grantee's umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies.

All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

- A. PRIMARY AND NONCONTRIBUTORY INSURANCE. The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance, or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.
- B. DURATION. The Grantee shall carry all required insurance for two (2) years after the report is accepted by the District.
- C. LIABILITY. Section XVII 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 Agreement.
- D. GRANTEE'S PROPERTY. Grantee are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, 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.
- F. NOTIFICATION. The Grantee shall ensure that all policies provide that the Grant Manager shall be given thirty (30) days prior written notice in the event of coverage and/or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Grantee shall provide the Grant Manager with ten (10) days prior written notice in the event of non-payment of

premium. The Grantee will also provide the Grant Manager with an updated Certificate of Insurance should its insurance coverages renew under this Agreement.

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

The Grant Manager may request, and the Grantee shall within three (3) business days provide updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Grantee expires prior to completion of this Agreement, renewal certificates of insurance, additional insured, and other endorsements shall be furnished to the Grant Manager prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the Grant Manager on an annual basis as the coverage is renewed (or replaced).

- H. DISCLOSURE OF INFORMATION. The Grantee agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, contractors consultants, or servants in the performance of this Agreement.