Attachment 1 – General Terms and Conditions

ATTACHMENT 1 – GENERAL TERMS AND CONDITIONS

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This Document

This document outlines standard terms and conditions for any award issued by the District of Columbia Department of Behavioral Health ("DBH") as a grant, sub-grant or sub-award whose fund source and authorization requires the Grantor (DBH) and the Recipient to be in compliance with local and federal terms of Agreement and statutes for issuing and administering a sub-award. The terms and conditions apply to both competitive and non-competitive awards in new or continuation status. Administrative units within DBH may apply additional terms and conditions of award based on the requirements of the funding, funding authorization or regulations required by federal or local statute for specific programs or types of services. **Any reference herein to "this Agreement" or "the Agreement" applies to a fully executed Notice of Grant Award (NOGA) and Grant Agreement issued by DBH to a Grantee organization. The NOGA is the official, legally binding document, signed by the Director/designee of DBH.** It notifies the grant recipient of the award of a grant; contains or references all the terms and conditions of the grant and funding (federal/local) limits and obligations; and provides the documentary basis for recording the financial and programmatic obligations.

The grant award for is subject to and must comply with applicable general terms and conditions outlined below, and in Attachment 1 - General Terms and Conditions (GT&C). These terms and conditions are in addition to any terms, conditions, or restrictions in the NOGA.

Each entity applying for the grant (Applicant) advertised in the Request for Applications (RFA), the successful Applicant (Grantee), and a sub-recipient of funds under the grant provided in response to applications under the RFA (the Grant), is subject to and must comply with applicable general terms and conditions outlined below, and in Appendix A - General Terms and Conditions (GT&C). These terms and conditions are in addition to any the terms, conditions, or restrictions in the NOGA.

Order of Precedence

In the event of inconsistency among the provisions of the grant, the inconsistency shall be resolved by giving precedence in the following manner:

1. 2 CFR § 200 & 2 CFR § 300, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
2. District of Columbia Budget Support Act by the most current, applicable fiscal year
3. District of Columbia Grant Administration Act of 2013, as amended, D.C. Code § 1-328.15a.
4. Department of Behavioral Health Establishment Act (D.C. Code §§ 7-1141.01, et seq.)
5. Title 22-A, D.C. Municipal Regulations, Chapter 44, Mental Health Grants, Sections 4401-4412.
6. District Grants Manual

7. Substance Abuse Mental Health Services Administration (SAMHSA) Award Standard Terms (for SAMHSA-funded grants)
8. United States Department of Health and Human Services Grants Policy Statement
9. Grantee submissions that present as appendices and attachments to the application or award as follows:
    a. Approved Scope of Work, Budget Justification, Work Plan and Staffing Plan
    b. Funds Disbursement and Payment Terms
    c. Data Reporting Schedule (as applicable), Programmatic and Financial Reporting Schedule (as applicable)
    d. Risk Assessment, Clean Hands Certification, DC Business License, Verification of Debarment and Suspension
    e. Federal Notice of Award
    f. Certifications and Assurances

Documents Incorporated by Reference

The following documents are hereby incorporated by reference and made part of the DBH Grant Terms and Conditions:

1. The Notice of Grant Award (NOGA) and all subsequent amendments and addenda issued by the authorizing entity;
2. All submissions, including all standard forms, assurances and certifications, and other supporting documents contained in the application;
3. The Grantee's work plan and any amendments approved by DBH;
4. The Grantee's budget and any amendments approved by DBH;
5. 2 CFR § 200 & 2 CFR § 300, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
6. District of Columbia Budget Support Act by the most current, applicable fiscal year
7. District of Columbia Grant Administration Act of 2013, as amended, D.C. Code § 1-328.15a.
8. Department of Behavioral Health Establishment Act (D.C. Code §§ 7-1141.01, et seq.)
9. Title 22-A, D.C. Municipal Regulations, Chapter 44, Mental Health Grants, Sections 4401-4412.
10. District Grants Manual
11. Substance Abuse Mental Health Services Administration (SAMHSA) Award Standard Terms (for SAMHSA-funded grants)
12. United States Department of Health and Human Services Grants Policy Statement
13. Grantee submissions that present as appendices and attachments to the application or award as follows:
    a. Approved Scope of Work, Budget Justification, Work Plan and Staffing Plan
    b. Funds Disbursement and Payment Terms
    c. Data Reporting Schedule (as applicable), Programmatic and Financial Reporting Schedule (as applicable)
    d. Risk Assessment, Clean Hands Certification, DC Business License,

Verification of Debarment and Suspension

e. Federal Notice of Award
f. Certifications and Assurances

Award Authorization

1. The Grantee shall not start any activity, expend funds, or request reimbursement for expenditures unless there is a fully executed Agreement and purchase order issued by DBH to the Grantee.
2. Each Grant Agreement shall not exceed a 12-month time period notwithstanding multi-year project periods. The project period is the total time DBH has programmatically approved a project (federal/local) for support.
3. Each Grant Agreement and budget period is usually 12 months long. However, shorter or longer budget periods may be established for programmatic or administrative reasons. The budget period will be indicated on the NOGA and will show the total approved budget for the applicable budget period.
4. The Grantee shall provide services and conduct activities for the purpose established by the terms of the Agreement and the authorizing fund source, which is located on the NOGA and purchase order assigned to the award.
5. Following the completion of the base year Grant Agreement, DBH may exercise any allowable option years and execute a new NOGA for each subsequent budget period, subject to satisfactory performance of the Grantee, Grantee eligibility and the availability of funding.
6. The project period, budget period and allocations of funding in each period shall be outlined in the NOGA. The fund source (e.g., federal or local funds administered by DBH) will also be stated in the NOGA. The total obligation by DBH under the grant shall not exceed the amount stated as maximum amount for the planned project period. The total award amount shall be apportioned by budget period outlined on the NOGA. The Grantee shall not exceed the amount of the total award that is apportioned to the budget period. The Grantee's spending plan must reflect the funding obligations and approved apportionments for the budget period, unless Grantee submits a written request for a deviation from the spending plan and such request has received approval from the assigned Project Director/delegate. Option years beyond the planned project period shall be considered for this award based only on the availability of source funding, additional funding and the satisfactory performance of the Grantee.
7. The Grantee shall submit an overall budget, including a detailed line item budget for each service area and shall operate programs in accordance with the budget approved by the project director/delegate prior to the issuance of a NOGA.
8. The Grant Agreement shall be subject to the availability of funding and an appropriation for the program or grant funding that is the subject of the grant. The Grant Agreement shall be subject to termination at any time, in whole or in part, if: (1) adequate funds are not made available to DBH or appropriated by DBH for the

program in question; or (2) for the convenience of the government should DBH determine that such termination is in the best interest of the public or the government.

9. The Grantee must be eligible for funding at the time the award is issued and maintain eligibility as established by the terms of this Agreement, the Request for Applications and statutory and/or regulatory requirements (local and/or federal).
10. The Grantee must supplement, not replace, deliberately reduce or reallocate (supplant) non-grant funds due to the existence of funding available for this award. Grantees must ensure that funds do not supplant resources that have been budgeted for the same purpose through other sources. Applicants or award recipients may be required to demonstrate and document that a reduction in resources for programs occurred for reasons other than the receipt of grant funds.
11. The Grantee shall establish a system of accounting that ensures that funds awarded under the NOGA are not commingled with other funding sources (i.e., same funding source as another NOGA, similar service area). Where the Grantee's accounting system cannot comply with this requirement, the Grantee shall establish a system to provide adequate funding accountability for the program.
12. The Grantee shall establish a system of accounting that tracks program income generated though the grant award. All Grantees that generate program income must comply with 2 CFR 300.218 and 2 CFR 200.307 (as applicable) and report any program income to DBH on all invoices submitted.

Substance Abuse and Mental Health Services Administration (SAMHSA) Grant Award Standard Terms and the United States Department of Health and Human Services (HHS) Grants Policy Statement

Grantees awarded sub-grants funded in whole or part by SAMHSA must comply with the SAMHSA Award Standard Terms for the current fiscal year. Further, Grantees awarded sub-grants funded in whole or part by SAMHSA are subject to the requirements of the HHS Grants Policy Statement that are applicable based on the recipient type and purpose of award). To the extent these conflict with the DBH Grant Terms and Conditions, the SAMHSA Award Standard Terms and the HHS Grants Policy Statement control.

Communications with DBH

1. Communications shall be directed to DBH offices or DBH staff as the Grant requires.
2. Reports and other submissions shall be directed to the Project Director.
3. The Grantee shall maintain electronic mail ("e-mail") capabilities for communication with DBH. Each Grantee shall provide a valid e-mail mail address and consent to receive official correspondence at the e-mail address.
4. A notice shall be deemed timely delivered to DBH only when written confirmation of receipt is provided by DBH.

Communication of a Material Change

The Applicant and the Grantee shall advise DBH immediately orally and thereafter in writing when a material condition of the Application or performance of the grant has changed. Examples of material changes in condition may include, but are not limited to, the following:

1. The loss of a staff member proposed as a principal;
2. The lack of funds to pay bills incurred for the grant's activities;
3. The expenditure of granted funds for non-granted activities, materials, or supplies;
4. Change in the Applicant's governance;
5. The Grantee's insurance coverage has been reduced; or
6. The Grantee has been notified of a cancellation in whole or in part of its insurance.

Compliance as a Continuing Condition of Eligibility

The Applicant must continue to comply with these terms of eligibility as noted in the NOGA during the project period if awarded a grant. If as the Grantee, the Applicant fails to comply with the terms and conditions of this award, DBH may suspend, terminate, take other corrective action (including, but not limited to, recovery of funds provided under the Grant), or initiate dispute resolution.

Grant Award Contingent on Available Funding

The grant award and DBH's distribution of funds pursuant to the grant award are subject to the availability of funding from the sources identified in the NOGA for the particular grant opportunity or project.

DBH's ability to provide funds is, and shall remain subject to, the provisions of:

1. The Federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351;
2. The District Anti-Deficiency Act, D.C. Official Code § 47-355.01-355.08; and
3. Any amendments to these statutes.

This grant shall be subject to termination at any time, in whole or in part, if adequate funds are not made available or appropriated for the program in question.

Grant Match: Projection and Documentation

When documentation of a grant match is required:

1. In support of an application, the applicant must provide a line item budget and budget narrative including the match for the proposed project; and
2. In support of an award, the Grantee must provide the following, which must be acceptable to DBH, unless DBH revises or waives the requirement in writing:
    a. Documentation of in-kind match, including, for example, services of an employee. These services must be valued at the employee's regular rate of pay plus an amount of fringe benefits that is reasonable, necessary,

allocable, and otherwise allowable. The value of donated space must not exceed the fair rental value of comparable space as established by an independent appraisal of comparable space and facilities in a privately owned building in the same locality.

Bonding Requirements

A bond is not required of the Grantee unless DBH states the requirement in writing. If DBH does require a bond, the Grantee before accepting the grant must secure the bond in an amount no less than the total amount of the funds awarded, against losses of money and other property:

1. Caused by fraudulent or dishonest act, and
2. Committed by an employee, board member, officer, partner, shareholder, or trainee.

Background Checks

The Grantee shall comply with all statutes and regulations governing background checks for unlicensed staff working on a grant or sub-grant, including but not limited to D.C. Code §§ 44-552 *et seq*., D.C. Code §§ 4-1501.01 *et seq*., and 22-B DCMR Chapter 47, as applicable. DBH reserves the right to confirm the Grantee's compliance with any applicable statutes governing background checks for unlicensed personnel who work directly on the grant or sub-grant.

The grantee must provide upon request to DBH evidence of criminal background checks for all unlicensed personnel pursuant to the criminal background check requirements contained in District Official Code §§ 44-551 *et seq*., Unlicensed Personnel Criminal Background Check, and its implementing regulations, 22-B DCMR Chapter 47, as well as child abuse registry checks, for both the State(s) of residence and employment.

Payment

1. The Grantee will be compensated for work performed and expenses incurred of a sum not to exceed the total amount contained in the NOGA or any official revision to it.
2. DBH will not reimburse the Grantee for grant-related expenditures made before the begin date.
3. The Grantee may submit its invoices for grant-related reimbursement according to the fund disbursement schedule as stated in the NOGA. Invoices must be sent through the appropriate portal as stated in the NOGA and the related District "Purchase Order."
4. The Grantee's accounting practices must be consistent with 2 CFR Part 300, Subpart E, Cost Principles and support the accrual of cost as required by the cost principles and must provide for adequate documentation to support cost charged to the grant award.

5. The Grantee's payment request must include a signed invoice on organization letterhead with federal tax identification number and supporting documentation. The submittal to DBH must include:
    a. For employee labor: For the relevant billing period, a payroll report, with information drawn from an official book of record, like a payroll register, official time sheet or time card(s) approved by appropriate Grantee representative.
    b. For other expenditures: Expenditures must be supported by invoices or receipts.
6. The Grantee must keep backup documentation, to show:
    a. For Grantee AND any Grantee or sub-grantee:
        i. For labor: the official books and records information showing employee name, title, hours worked that are charged to the grant, and pay rate for the period (typically like a payroll register, official time sheet or time card(s)); and,
        ii. For non-labor: invoices and receipts that identify or describe the invoiced item, showing quantity, rate or price, and for procured items including contractor and sub-grantee invoices, proof of payment.
7. In most circumstances, DBH will require documents supporting an accounting entry before releasing payment. Such information may include:
    a. General ledger screen shots or excerpts, showing paid bills or expenditures;
    b. Copies of cancelled checks or bank statements of electronic transfers;
    c. Statements from contractor, subcontractor and vendors that their bills have been paid; or
    d. Reports of on-site inspections or audits.
8. In certain circumstances, and at DBH's sole discretion according to its policy, DBH may provide a portion of grant funds for the Grantee's start-up costs as an advance payment.
9. Notwithstanding the above, DBH at its sole discretion may withhold payment if DBH determines that the Grantees failed to comply with term[s] of the grant award.

Fund Disbursement

1. DBH reserves the right to withhold any payment if the Grantee is found in non-compliance with the DBH Notice of Grant Award or the Grant Agreement, and fails to correct any deficiencies within a reasonable time frame as determined by DBH. DBH shall determine the extent of the payment to be withheld under this provision.
2. Deposit and Security of Funds - The Grantee shall account for and reimburse the District Government any interest earned on advance grant award payments no later than twenty (20) business days from the end of each DC Government Fiscal Year (September 30) and no later than thirty (30) business days after the expiration of the Grant Agreement. All payments shall be made by check or money order made payable to the "D.C. Treasurer" and mailed to Office of Finance & Treasury, 1101 4th Street, SW, Suite 850W, Washington, DC 20024.

3. The Grantee shall submit expenditure reports and requests for payment in accordance with the terms and options outlined in the Fund Disbursement Schedule and Terms.

Unethical Conduct

1. The Applicant/Grantee shall avoid all unethical conduct with respect to securing and administering granted funds, with ethical conduct to be measured generally, but not wholly, against the provisions of the District Ethics Manual (most recent edition as of the time the grant is awarded), found at www.bega.dc.gov, under the heading for documents.
2. Though not an exhaustive list, the Grantee shall avoid the following:
    a. Apparent and actual conflicts of interest;
    b. Contributing to a violation of the District's restrictions on gifts to District personnel;
    c. Contributing to a violation of the two-year ban on District personnel taking certain actions regarding a "particular matter" described in the District Ethics Manual;
    d. No Applicant/Grantee shall employ or retain a person or selling agency to solicit or secure this grant, a payment under it, or an amendment, upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. Except, an applicant or grantee may condition its compensation for a bona fide employee on grant-related job performance, and may retain an attorney for compensation permitted by the District's Rules of Professional Conduct; and
    e. With respect to grant funds, the Grantee and Grantee's employees, officers, or agents shall not solicit or accept a gift, gratuity, favor, or anything of monetary value from a contractor, subcontractor, vendor, party to a related agreement, or a beneficiary of this grant except as may be allowed under the District Ethics Manual for items that are unsolicited and of nominal value.

Contracts, Subcontracts, or Sub-Grants

1. **Nothing in the Grant award shall be construed to create a contractual relationship between DBH and Grantee's contractor, subcontractor, sub-grantee, or vendor.**
2. Any grant-related work and/or activity that is contracted, subcontracted, or sub-granted is subject to applicable District and federal law and DBH review and approval. The Grantee shall give DBH advance notice of contracts, subcontracts, and sub-grants sufficient to allow DBH to determine whether its approval is needed, and if so, whether approval must come before Grantee's execution of the contract or sub-grant.
3. The Grantee's contract or sub-grant shall specify that the contractor or sub-grantee, and its contractors, subcontractors, or sub-grantees, shall be subject to the conditions and prohibitions of the Grant Award.

4. Warranties for labor and materials shall be obtained for purchases of materials and labor having an aggregate value of over $5,000. These warranties shall be valid for at least two (2) years. DBH may waive this requirement in writing for demonstration of good cause or research grants.
5. If the Grantee, its contractors, subcontractors, or sub-grantees disturbs work guaranteed under another District contract or grant, the Grantee shall be responsible to restore the disturbed work to a condition comparable to its original condition and warranty such restored work, or alternatively pay the District for the damage.
6. No grantee shall use grant funds to procure services or materials from a vendor, contractor, or subcontractor that is suspended or debarred by the District or the federal government as may be found here: https://ocp.dc.gov/page/excluded-parties-list (DC), and here: https://www.sam.gov/SAM/ (Federal).

Patient Confidentiality

The Grantee shall ensure that its employees, volunteers and sub-awardees adhere to all applicable Federal and Local statutes and regulations addressing patient confidentiality, including HIPAA, the D.C. Mental Health Information Act and 42 CFR Part 2.

Establishing and Managing Sub-Awards

If the Grant authorizes or provides for sub-awards, as a pass-through entity, the Grantee must:

1. Be responsible for selecting sub-awardees and as appropriate conducting sub-award competitions. When using DBH or federal pass-through funds, the Grantee will establish a fair, open, transparent competitive process for the awarding of funds either through a contract, cooperative Agreement or grant instruments. A competition is a process that provides for the following:
    a. Notice of Funding has been publicized;
    b. Applications are easily available to all prospective applicants;
    c. Applications are reviewed in an objective manner against an established public scoring criteria; and
    d. Reviewers have no conflict of interest with any of the submitting applicant organizations.
2. Funds disbursed in a non-competitive manner may be disallowed and appropriate grant management sanctions issued.
3. The Grantee will submit for approval any Requests for Proposal or Requests for Applications before released.
4. The Grantee will submit for approval the unsolicited grant submission process before it is announced.
5. The Grantee shall ensure that all sub-award agreements are in writing, meet all legal and regulatory requirements and address all of the elements for sub-award agreements identified in the NOGA.

6. The Grantee shall establish and follow a system for monitoring sub-awardee performance that includes elements required by the grant award, the SAMHSA grant award (if applicable) and this Appendix, and report the results of the monitoring in performance reports required by this document and/or the grant award.
7. The Grantee shall establish and maintain an accounting system that ensures compliance with the maximum funding limitation established in the grant award, the SAMHSA grant award (if applicable) and with the requirements for payment of costs under the grant. This includes establishment of written procedures for determining that sub-award costs are allowable under the terms and conditions of the grant award and this Appendix, and may provide for determinations on a pre-award basis, through ongoing monitoring of costs that sub-grantees incur, or a combination of both approaches, provided the Grantee documents its determinations.
8. The Grantee shall extend the Grant's DBH-approved indirect cost rate to payments made to a nonprofit sub-grantee or to a nonprofit contractor. Except that the following are excluded from this paragraph's requirement of this compensation structure: a foundation, hospital, college, and university.

Modifications of the Grant, including Extensions and Increases

The terms and conditions of the grant may be modified only upon DBH's prior written approval. The modification shall take the form of an amendment to the NOGA.

1. Through an amendment, DBH may*, inter alia,* increase or reduce the grant amount and/or extend or reduce the project period.
2. If DBH notifies the Grantee that a funding increase or an extension of the project period is available, the Grantee must apply for the increase or extension in writing according to the terms of the DBH notification.
3. All grantees must apply for no-cost extensions sixty (60) calendar days in advance of the grant's then-current end date. The application must justify the amendment, and include a description of proposed changes to scope, performance schedule, description of proposed outcomes, and budget.

Staffing Plan, Work Plan, Budgets and Organizational/Personnel Requirements

Upon signing the Grant Agreement, the Grantee shall have and maintain on file with DBH an approved staffing plan, work plan and budget. The Grantee must implement the funded program in accordance with requirements outlined in approved staffing plan, budgets and work plans. Any revision or alteration of these plans must have prior approval by the Project Director or his/her designee. Further:

1. The Grantee shall maintain a current organizational chart, which displays organizational relationships and demonstrates who has responsibility for administrative oversight and supervision over each priority service activity.

2. The Grantee shall ensure that adequate, competent and trained personnel are provided to oversee the implementation of the activities supported by the grant.
3. The Grantee shall ensure that personnel records, background checks (if applicable under the governing statutes or regulations), job descriptions, application for employment, licensing or certification criteria, descriptions of duties, hours of work, salary range and performance evaluation criteria are maintained in individual personnel records for staff assigned to the funded project.
4. The Grantee must maintain record of personnel actions, including time records, documentation of all training received, notation of any allegations of professional or other misconduct including a detailed description of the allegations, and if terminated, the date and reason for the termination from employment. All these personnel materials shall be made available to the Project Director upon request.
5. The Grantee shall provide orientation session for staff members that addresses the Health Information Portability and Accountability Act (HIPAA), the D.C. Mental Health Information Act (D.C. Code § 7-1201.01 *et seq.)*, 42 CFR Part 2 (if applicable), administrative procedures, program goals, cultural sensitivity, language access, conflict of interest, workplace sexual harassment policies and policies and procedures to be adhered to under the terms of the grant Agreement.
6. The Grantee must notify the Project Director if there is a change in staffing or operations management of the organization that impacts the project funded under the Agreement.
7. The Grantee shall seek approval of any changes in staffing plans or job descriptions for staff assigned to the grant.

Profit and Program Income Requirements for Commercial Organization Grantees

All commercial organizations awarded DBH sub-grants funded in whole or part by the United States Department of Health and Human Services (HHS) shall comply with 2 CFR § 300.218 and any other applicable federal or District law or regulation governing profit and program income. Specifically, with the exceptions of grant awards made under the Small Business Innovation Research (SBIR) and Small Business Technology Transfer (STTR) programs, no HHS funds may be paid as profit to any for[-profit] commercial organization even if the grantee is a commercial organization. Profit is any amount in excess of allowable direct and indirect costs.

Except for grants for research, program income earned by a commercial organization may not be used to further eligible project or program objectives except in the SBIR or STTR programs.

Commercial organizations that receive awards (including for-profit hospitals) have two options regarding audits:

(a) A financial related audit of a particular award in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States, in those cases where the commercial organization receives awards under

only one HHS program; or if awards are received under multiple HHS programs, a financial audit of all awards in accordance with Generally Accepted Government Auditing Standards issues by the Comptroller General of the United States; or

(b) An audit that meets the requirements of 2 CFR 200.501.

Commercial organizations that receive annual awards totaling less than the audit requirements of 2 CFR 200.501 are exempt from the audit requirements for that year. However, records must be available for review by appropriate officials of federal agencies or the Government Accountability Office.

Profit and Program Income Requirements for Non-Federal Entities

Pursuant to 2 CFR §§ 200.1 and 200.307, a non-federal entity (a state, Local government, Indian tribe, institution of higher education (IHE) or nonprofit organization that carries out a federal reward as a recipient or a sub-recipient) is encouraged to earn income to defray program costs where appropriate. All non-federal entities in receipt of sub-grants funded in whole or part by HHS must adhere to the requirements of 2 CFR §§ 200.307 and 200.407 concerning program income.

Indirect Cost

Facilities and Administration Classification. For major IHEs and major nonprofit organizations, indirect (F&A) costs must be classified within two broad categories: “Facilities” and “Administration.” “Facilities” is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. “Administration” is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of “Facilities” (including cross allocations from other pools, where applicable).

Identification with a Federal award rather than the nature of the goods and services involved is the determining factor in distinguishing direct from indirect (F&A) costs of Federal awards. However, typical examples of indirect (F&A) cost for many nonprofit organizations may include depreciation on buildings and equipment, the costs of operating and maintaining facilities, and general administration and general expenses, such as the salaries and expenses of executive officers, personnel administration, and accounting.

Any non-Federal entity that has never received a negotiated indirect cost rate, may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. As described in 2 CFR § 200.403, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.

Any non-Federal entity that has a current federally negotiated indirect cost rate may apply for a one-time extension of the rates in that agreement for a period of up to four years. This extension will be subject to the review and approval of the cognizant agency for indirect costs. If an extension is granted the non-Federal entity may not request a rate review until the extension period ends. At the end of the 4-year extension, the non-Federal entity must re-apply to negotiate a rate. Subsequent one-time extensions (up to four years) are permitted if a renegotiation is completed between each extension request.

Indirect Costs Calculation

Indirect costs are costs that are not readily identifiable with a particular project or activity but are required for operating the organization and conducting the grant-related activities it performs. Indirect costs encompass expenditures for operation and maintenance of building and equipment, depreciation, administrative salaries, general telephone services and general travel and supplies. For federally funded grants, indirect costs are applied in compliance with 2 CFR 200.332.

For locally funded grants, DC Law 23-185, the Nonprofit Fair Compensation Act of 2020 (D.C. Official Code sec. 2-222.01 et seq.) allows a nonprofit organization to (1) apply a federal Negotiated Indirect Cost Rate Agreement (NICRA) to the grant funds and approved budget, (2) negotiate a new percentage indirect cost rate with the District grantmaking agency, (3) use a previously negotiated rate within the last two years from another District government agency, or (4) use an independent certified public accountant's calculated rate using OMB guidelines.

If the organization does not have an indirect rate from one of the four aforementioned approaches, they may apply a de minimis indirect rate of 10% of total direct costs for locally funded grants and 15% for federally funded grants.

Federal rules always control for federal funding. For federal funding that passes through the District to the grantee, the indirect cost rate must be consistent with federal regulation 2 CFR 200.332.

If the Applicant proposes to use the services of a nonprofit subgrantee or contractor, it must propose to apply the same indirect cost rate to that entity's services. (See Attachment-1. General Terms & Conditions, Establishing and Managing Subgrant, #8)

Client Records (if there are no client services provided, this term is not applicable)

1. The Grantee shall establish and maintain a protocol for maintaining and storing client records that is compliant with the HIPAA security and privacy rules, the Mental Health Information Act (D.C. Code § 7-1201.01 *et seq.)* and 42 CFR Part 2 (as applicable). This protocol shall be available to the project director on request.
2. The Grantee shall provide the Project Director, and other authorized representatives of the DBH access to program evaluators, quality assurance specialists, data management analysts and clinical records as may be necessary for monitoring purposes.
3. The Grantee shall retain all records for at least three (3) years following closeout of

the grant.

4. The Grantee will ensure that information in client files is current. Client files will be considered inactive if not updated within a 6-month period.
5. DBH reserves the right to remove client records from the Grantee's location or property to review and /or copy records.

Facilities Controlled By the Grantee

1. The Grantee's facilities used during the performance of this agreement shall meet all applicable federal, state, and local regulations for their intended use throughout the duration of this agreement. The Grantee shall maintain current all required permits and licenses for the facilities. The Grantee's failure to do so shall constitute a failure to perform the agreement and shall be a basis for termination of the agreement for default.
2. The Grantee shall identify an emergency site facility to finish the grant activities in the event that the primary facility becomes unavailable for use due to a catastrophic event.
3. Each facility controlled by the Grantee that is used for activities under the grant shall be accessible to mobility-limited persons consistent with the Rehabilitation Act of 1973 as amended, 29 U.S.C. §§ 701 *et seq*., and the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq*.
4. All supplies and services routinely needed for maintenance and operation of the facility, including but not limited to, security, janitorial services, and trash pick-up, shall be provided by the Grantee.

Entry onto a Project Site and to Records

The Grantee shall provide DBH and its designee with access to books and records for the funded project. The Grantee also shall secure from the relevant property owners permission in writing for DBH and its designee to access a project site(s) at reasonable times to inspect the work performed by the Grantee, its contractor, subcontractor, sub-grantee, or vendor. The Grantee shall obtain the written consent in advance of performing the work.

Grant Purchases, including Equipment, exceeding $10,000 per unit, if applicable

1. The Grantee shall not purchase with grant funds equipment or supplies exceeding $10,000 per unit cost ("Big Grant Purchase") without DBH's prior written agreement.
2. For each Big Grant Purchase, the Grantee shall give advance written notice to DBH to allow DBH to approve or disallow the purchase.
3. Identification of a Big Grant Purchase in DBH-approved proposal constitutes approval of the Big Grant Purchase. If a Big Grant Purchase is not identified in a DBH-approved proposal, advance notice shall be given four (4) weeks in advance of the commitment to purchase. DBH may waive this time period in writing for good cause.

4. Within sixty (60) calendar days of execution of the award, the Grantee must provide the Project Director with an inventory of all equipment and supplies with a purchase price not exceeding $10,000 (per item) purchased with grant funds.
5. For all Big Grant Purchases, the Grantee shall maintain an inventory record ("Big Grant Purchase Inventory") showing:
    a. Purchase price;
    b. Grant number;
    c. Name of item;
    d. Manufacturer's name;
    e. Serial number (if applicable);
    f. Acquisition history (purchase order, invoice, packing slip);
    g. Guarantee or warranty lapse date;
    h. Storage location;
    i. Unit price; and
    j. Additional costs, if any, for transportation, installation, and taxes, each as a separate item.
6. The Big Grant Purchase Inventory shall be updated annually, or at the expiration of the budget period, whichever occurs first.
7. All equipment and products purchased above $10,000 with grant funds should be American-made when possible.
8. DBH may inspect and reclaim all or part of the inventoried equipment within 12 weeks after the expiration of the grant.

Major and Unusual Incident (MUI/UI) Reporting

The Grantee shall adhere to the DBH Policy 480.1A, Reporting a Major Unusual Incident and an Unusual Incident, and any succeeding policy, for reporting major unusual incidents and unusual incidents to DBH. Specifically, the Grantee shall report by telephone or email each unusual incident or major unusual incident involving or affecting the Grantee's performance of the Grant award to the person identified as the Project Director within twenty-four (24) hours of the incident or learning of the incident. The initial report may be oral or by e-mail. The Grantee shall also communicate a full description of the unusual incident or major unusual incident in writing within five calendar (5) days after the initial report pursuant to the requirements of DBH Policy 480.1A. The Grantee shall not send any communication to DBH regarding an unusual incident or major unusual incident by fax.

An unusual incident is an event that is significantly different from the regular routine or established procedure that does not rise to the level of a major unusual incident (MUI). Examples include, but are not limited to, an injury, a traffic accident, a theft, of the firing or resignation of a principal staff member or contractor identified in the Application.

A major unusual incident (MUI) is an adverse event that can compromise the health, safety or welfare of persons; employee misconduct; fraud; and actions that are volatile of law or policy. Examples include, but are not limited to: unusual injury or death; unexplained

absence of a client from a residence or program; physical, sexual, or verbal abuse of a client by staff or other clients; fire, theft, destruction of property, or sudden serious problems in the physical plant; complaints from families or visitors of clients; requests for information from the press, attorneys, or government officials outside of DBH; client behavior(s) requiring attention of staff not usually involved in their care; and/or any other unusual events that may require Project Director intervention.

Termination

Each Grant Agreement shall not exceed a 12-month time period. The Department's exercise of any option year shall constitute a new Grant Agreement. In accordance with D.C. Code § 1–328.15a, the Department may terminate a Grant Agreement before the end of the 12-month term only if:

a) The Grantee fails to comply with the terms or conditions of the Grant or applicable laws; or
b) DBH and the Grantee mutually determine that the continuation of the Grant would not produce beneficial results commensurate with the further expenditure of funds. Termination may be initiated:
    1) By DBH with the written consent of the Grantee, in which case the two parties shall agree upon the termination and, in the case of partial termination, the portion to be terminated; or
    2) By the Grantee upon written request to the grantor setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated; provided, that the Grantor must provide written consent to the grantee's request to terminate the grant agreement.

Examples of failure to comply with terms or conditions of the Grant or applicable laws include:

a. Failure of the Grantee to follow District or applicable federal law, including statutes, rules and regulations;
b. Failure of the Grantee to carry out DBH's ordered grant remediation plan;
c. An ethics violation involving the Grant, pursuant to the ethical standards in the most recent version of the District Ethics Manual, published by the District's Board of Ethics and Government Accountability (bega.dc.gov), as of the date that the NOGA was sent;
d. Cessation of insurance coverage without replacement of similar coverage; or
e. Fraud, waste, or abuse.

Transition Plan for Continuity of Services

It is essential that continuity of services be maintained under this grant for the residents of the District of Columbia and applicable jurisdictions. Therefore, if the awarded grant expires or is terminated:

1. The Grantee shall cooperate with both the Project Director, and any successor Grantee to enable an efficient transition from one Grantee to another.
2. If the Grantee should cease services for any reason, the Grantee is required to develop a transition plan to ensure the appropriate referral of clients to other providers. A transitional plan must be developed and available for review by DBH within ten (10) business days upon determination that services will cease. Failure to provide this contingency plan will be deemed as non-compliance and could result in the termination of this grant, or other appropriate action.
3. DBH reserves the right to assume responsibility for services supported by the grant.
4. An acceptable transition plan will include, but not be limited to, the following:
    a. Identify providers and/or resources to ensure continued care for clients who receive services funded by this grant. These resources will be programs that are DBH and/or Medicaid approved;
    b. Develop a contingency plan with entities specifically stating what services will be provided;
    c. Develop procedure for transfer to include:
        i. Notification to the client;
        ii. Name, address, and phone number of the receiving provider organization to which the client is being transferred;
        iii. Date the transfer will be effective;
        iv. Case summary reports to receiving provider organization;
        v. Method to ensure that clients who take medications have a sufficient supply to sustain them through the transfer period; and
        vi. Transfer of client files in accordance with Federal and District of Columbia laws and regulations, including but not limited to Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Mental Health Information Act (D.C. Code § 7-1201.01 *et seq.)*.

Unspent Funds

Funds provided under this Grant, but not spent to fulfill the terms of the Grant, shall be returned immediately to DBH either upon completion or termination of the Grant, or at the end of the Term of the Grant.

Accounting and Audits

1. The Grantee shall maintain an accounting system which conforms to generally-accepted accounting principles permitting an audit of all income and expenditures received or disbursed by the Grantee in the provision of services under the grant.

Accounting records shall be supported by source documentation such as canceled checks, paid bills and payrolls.

2. The Grantee shall make provisions upon request, for inspection of financial records, including audited financial statements and tax returns, by DBH and/or its representative(s).
3. The Grantee shall assist, and shall require that its contractors, subcontractors, and sub-grantees assist, upon request, in the inspection and provision of financial records relevant to the Grant, including financial statements and tax returns. The Grantee shall seek such assistance from each vendor of a Big Grant Purchase.
4. At any time before final payment on this Grant, or the end of the District fiscal year in which the Grant ends, whichever is later, and for three (3) years thereafter, the District may audit the Grantee, its contractors, subcontractors, or sub-grantees. The District may, during this period, seek to audit vendors of Big Grant Purchases. If federal funds have been granted or sub-granted, a federal agency may undertake such audits. The Grantee shall assist the District in obtaining the cooperation of its contractors, subcontractors and vendors in such audits.
    i. If federal funds have been included in a DBH sub-grant, the Grantee is subject to the audit requirements of 2 CFR Part 200 Subpart F.
5. If a federal agency undertakes an audit of the Grantee in connection with the Grant, the Grantee shall make available to DBH all information that the audit requires, including information from its contractors, subcontractors, vendors, and sub-grantees.
6. The Grantee shall reimburse DBH for any cost or expenditure disallowed as a result of an audit, in accord with federal and District Law, including Title 22-A, D.C. Municipal Regulations, Chapter 44, Section 4409.
7. Financial records, supporting documents, statistical records, and all other records pertinent to a grant award must be retained for a period of three (3) years from the date of submission of the final expenditure report. Upon DBH's request, the Grantee must be able to produce for review the documentation, including for DBH audit or, if applicable, federal audit.
8. DBH, SAMHSA, the Inspectors General, the Comptroller General of the United States or any of their authorized representatives, must have the right of access to any documents, papers, or other records which are pertinent to the grant award in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.
9. If a claim, litigation, or audit is filed or commenced before the expiration of the three-year period, the documentation retention period shall be tolled and documentation must be preserved until the claim, litigation, or audit has been finally resolved.
10. The Grantee shall secure the agreement to the provisions of this section in writing from a person subject to an audit requirement.

Reporting Requirements

1. The Grantee shall comply with the plan and schedule for the provision of data collection, narrative and statistical reporting for activities funded under the terms of the NOGA. Additional requirements for data collection, narrative reporting, performance specific to a given service program may be provided by the Project Director.
2. Required reports which discuss grant activities for the preceding quarter will be due on each of the following dates:
    a. Quarter 1 (October – December): January 30
    b. Quarter 2 (January – March): April 30
    c. Quarter 3 (April – June): July 30
    d. Quarter 4 (July – September): October 30

    In the event a due date falls on a weekend or District holiday, the report will be due on the next business day.
3. Data Collection – The Grantee shall obtain and maintain all hardware, software and training necessary to collect and report all required client, service and program data. Data shall be collected and submitted in formats and timelines provided by or approved by the Project Director/delegates.
4. Narrative Report – The Grantee will provide a brief narrative report for each service program supported under this agreement using formats and timelines provided by or approved by the Project Director or agents in accordance with the following terms:
    a. The narrative programmatic report must include a work plan status, indicating the extent to which established milestones have been accomplished during the reporting month, and identifying proposed revisions to the work plan to address problem areas.
    b. The narrative report will include:
        i. Implementation progress to date;
        ii. Discussion of any challenges to service delivery, including plans for addressing them;
        iii. Any change in personnel supported by the grant in this service program;
        iv. A thorough description of any waitlist for the service program, including the number of clients on the wait list, the average length of time for clients on the wait list and the longest period for any client currently on the wait list;
        v. A discussion of the reasons for any significant under- or over-expenditure of funds budget relative to expected expenditure to date for any line item in the budget, along with a plan to address the under- or over-expenditure;
        vi. Progress towards implementation of any corrective action plan that is open;
        vii. A summary of quality assurance measures conducted on the delivery of services;

viii. Current contact information for each staff person supported by this agreement, including name, title, mailing address, email address and telephone number; and
ix. Request for technical assistance, if any.

Performance Monitoring and Corrective Action Plan

To ensure responsible oversight of the funded project and its implementation by the Grantee, and to provide cooperative technical support for the Grantee, DBH shall:

1. Monitor the performance of the Grantee in the implementation of the funded program in accordance with the terms of the NOGA and the approved monitoring plan.
2. Assign a staff person to monitor the project. The Project Director or designee shall review all written policies and procedures applicable to the project, review all monthly reports, conduct site inspections, and hold periodic conferences with the Grantee to assess the Grantee's performance in meeting the requirements of the Grantee agreement.
3. Assess the Grantee's performance with respect to the number of people receiving services, quality of services delivered, and the Grantee's ability to deliver services according to the deadlines established in the NOGA.
4. Monitor performance by identifying the any instance where the Grantee falls 25% behind (during any one month) in client or service units which they were to provide under the grant.
5. Once the deficiency is identified, DBH will develop, in collaboration with the Grantee, a corrective action plan (CAP) to remedy the program deficiencies. If the Grantee fails to correct the deficiencies in the time prescribed by the DBH-approved CAP, DBH shall take appropriate action, including termination of the grant.
6. Conduct an evaluation of program effectiveness for each service-area based on criteria approved by the Project Director or his/her designee.

Fiscal Performance and Corrective Action Plan

By the end of Quarter 2, but certainly no later than Q3 of the signing of the NOGA, all new and continuing Grantees shall receive a risk assessment.

In evaluating risks, DBH shall consider the following items described in 2 CFR 200.206(b)(2): (1) Financial stability, (2) Management systems and standards, (3) History of performance, (4) Audit reports and findings, and (5) Ability to effectively implement requirements.

The results of this review shall be shared by the Fiscal Monitor or designee. This will be repeated at the end of Q4 for grants that are ending (closeout). DBH may perform a complete grant fiscal compliance review to determine patterns and rates of expenditures.

If DBH identifies deficiencies, DBH may require that the Grantee undertake a CAP to improve and correct fiscal problems. If the Grantee fails to correct the deficiencies in the

time prescribed by the DBH-approved CAP, DBH shall take appropriate action, including termination of the grant.

Program Close-Out

1. Within ninety (90) days of termination or expiration of the Grant, the Grantee shall submit to the Project Director a final Programmatic Report and a final Expenditure Report, providing a year-end accounting of expenditures for the grant. The final Expenditure Report shall include:
    a. All costs paid by the Grantee in support of the activities of the grant.
    b. A summary of the cumulative obligation and disbursement of funds to sub-contractors.
    c. A financial statement from each sub-contractor identifying funds received and expended for each category of service.
2. The Grantee shall immediately any balance of unobligated cash advance that is not authorized to be retained for use on other grants.

Public Notification of Funding

When issuing statements, press releases, and request for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all Grantees shall clearly state the following:

1. The percentage of the total costs of the program or project which will be financed with federal funds;
2. The dollar amount of federal funds for the project or program; and
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-government sources.

Attribution Policy

All Grantees are required to identify their affiliation with DBH in all programs and services funded by DBH and administered by the DBH Administrative Unit. The usage includes, but is not limited to:

1. The incorporation of the current approved DBH logo/symbol with attribution statement on letterhead, newsletters, brochures, public service announcements, media publications, and all other forms of advertisement.
2. The clearly visible display of the DBH logo/symbol transparency at each Grantee's office, on their doors, or, near the entrances to all business offices, or and in reception areas, or other places of pubic business.
3. The clearly visible DBH logo/symbol with attribution statement at all functions and events sponsored by the Grantee.

4. Neither DBH nor Grantee will use the name of the other, or its employees, staff or students, either expressly or by implication, in any news, publicity release, or other fashion without the express written approval of the other party to this Agreement.
5. The Grantee is required to submit to the Project Director for review and approval prior to production all print and electronic media developed in conjunction with the grant and paid for directly from funding sources received from DBH. This includes: camera-ready copy for fliers, posters, brochures, newsletters, and other printed media; story boards and/or scripts for paid and public service advertising (radio or TV); videotapes, audiocassettes, DVDs, CDs, flash drives, questionnaires, and surveys. DBH reserves the right to disallow all payments relative to these materials if the Grantee is found in non-compliance with these guidelines.

Rights in Data and Other Information

1. If applicable, for the type of services provided under the Agreement, DBH retains ownership of all information produced pursuant to this Grant, including data regarding persons surveyed, interviewed, and/or counted, and any information regarding to whom services or things were provided.
2. To ensure the protection of persons' confidentiality and compliance with District law and policies regarding confidentiality, the Grantee shall not publish scientific or technical articles based on these data and/or information without DBH's prior written consent.
3. DBH will not unreasonably withhold consent to a request by Grantee for a nonexclusive license to use aggregated, non-confidential data, including for publication in professional and scientific journals and meetings.
4. Any research activity conducted under this Grant Agreement by the Grantee must have the prior approval and written consent of the Project Director. Applicable U.S. Department of Health and Human Services policies and federal regulations shall govern any research involving the use of human subjects. The Grantee shall review any research activities involving human subjects by designated Institutional Review Board (IRB) and to continue annual monitoring to assure compliance with requirements for the protections of human subjects. At such time, a copy of HHS Form 596, "Protection of Human Subjects Assurances, Certification, Declaration," must be submitted to the Project Director.
5. The documents for this grant are public documents and may be disclosed under the District's Freedom of Information Act, D.C. Official Code §2-531-40. DBH shall have

the right to disclose to a third party the identity of a person providing a service or good under this Grant and the terms of insurance obtained pursuant to this Grant.

Indemnification

The Grantee shall indemnify and hold harmless the District of Columbia and all of its officers, agents and servants against any and all claims of liability or lawsuits arising from or based on, or as a consequence of or result of, any act, omission or default of the Grantee, its employees or its subcontractors, in the performance of the Grant.

Waiver/Exception Requests

Requests for consideration of a special provision, waiver or exception to any term or condition can be sent to DBH Grants Management Office at dbh.grants@dc.gov; Subject Line: "Waiver Request". There is no guarantee that the final review and disposition by DBH would result in an exception or revision to the terms stated herein.

Insurance

1. Unless DBH waives insurance requirements in writing, the following are conditions in receipt of funds under the Grant:

   A. GENERAL REQUIREMENTS. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this contract, 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 contract. 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. Should the Grantee decide to engage a contractor/vendor for segments of the work under this contract, then, prior to commencement of work by the contractor/vendor, the Grantee shall submit in writing the name and brief description of work to be performed by the contractor/vendor on the Contractor/vendors Insurance Requirement Template provided by the Grant Manager, to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the contractor/vendor and promptly deliver such requirements in writing to the Grantee and the Grant Manager. The Grantee must provide proof of the contractor/vendor's required insurance to prior to commencement of work by the contractor/vendor. If the Grantee decides to engage a contractor/vendor without requesting from ORM specific insurance requirements for the contractor/vendor, such contractor/vendor shall have the same insurance requirements as the Grantee.

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 and its contractor/vendors (except for workers' compensation and professional liability insurance) as an additional insureds 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 or its contractor/vendors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its contractor/vendors, and not the additional insured. The additional insured status under the Grantee's and its contractor/vendors' 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 and its contractor/vendors' 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 Statement of Work by the Grantee or its contractor/vendors, or anyone for whom the Grantee or its contractor/vendors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Grantee and/or its contractor/vendors 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 and contractor/vendors.

i. Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the Grant Manager with respect to the services performed that it carries 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, including ongoing and completed operations under all subcontracts, 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.

ii. Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the Grant Manager 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.

iii. Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the Grant Manager of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

iv. Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the Grant Manager 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. All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

v. Cyber Liability Insurance - The Grantee shall provide evidence satisfactory to the Grant Manager 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. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

vi. 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 Contract. 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.

vii. Sexual/Physical Abuse & Molestation - The Grantee shall provide evidence satisfactory to the Grant Manager with respect to the services performed that it carries $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.

viii. Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the Grant Manager 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) $2,000,000 per occurrence and $2,000,000 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.

B. 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.

C. DURATION. The Grantee shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years

for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

D. 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 contract.

E. GRANTEE'S PROPERTY. Grantee and contractor/vendors 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.

F. 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 contract price.

G. 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 during the contract.

H. 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. Certificates of insurance must reference the corresponding contract number. Evidence of insurance must be submitted to the:

Enterprise Grants Management System
The Government of the District of Columbia

And mailed to the attention of:
(Name of Grant Manager/Agency)
(Address)
(Phone Number)
(E-mail Address)

The Grant Manager may request and the Grantee shall promptly deliver 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 the contract, renewal certificates of insurance and 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).

I. 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, servants or contractor/vendors in the performance of this contract.

J. CARRIER RATINGS. All Grantee's and its contractor/vendors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the District.

2. The Grantee shall require each Grant-related subcontractor or sub-grantee to carry the insurance required herein, or the Grantee may, at its option, provide the coverage for a subcontractor or sub-grantee.
3. Unless otherwise prohibited by law, each policy (excluding Workers' Compensation and Professional Liability, if applicable) shall:
    a. Name the District as an additional insured with respect to work or services performed under the grant or sub-grant;
    b. Provide that the insurance coverage provided thereunder will be primary and noncontributory with any other applicable insurance; and
    c. Contain a waiver of subrogation in favor of the District of Columbia.
4. The requirements of this section shall not apply to an agency that provides one of the following:
    a. For an agency of the District of Columbia, a written statement that agency complies with the intent of the paragraph by requiring insurance for all activities not carried out by District employees; and
    b. For a non-District government agency, a written statement (a) that the agency is self-insured, (b) that the self-insurance is primary and non-contributory with any other insurance maintained by the District of Columbia, and (c) identifying the self-insurance fund.

Requests for Reconsideration of Certain DBH Decisions

In certain limited circumstances DBH provides the following procedure for an applicant to seek review or reconsideration of a grant-making decision:

1. **The Request for Reconsideration**
    a. When DBH decides to award a grant to a successful applicant, it will notify by e-mail each applicant whose application was not selected for award. At

DBH's discretion this notification may include a statement regarding eligibility, a reviewer's evaluation and comments, or a summary. DBH will not identify the reviewer. If an unsuccessful applicant wishes to better understand the decision, the applicant may ask DBH's s Grants Management Office for further information. DBH may meet with the applicant, explain the decision, and may provide reviewer evaluation, comment, or a summary.

b. An unsuccessful applicant may only ask DBH to reconsider its decision based on a material error in the determination of eligibility.
c. If an unsuccessful applicant wishes DBH to reconsider the decision, the applicant must file a "Request for Reconsideration" in writing within seven (7) business days of the date of DBH's e-mail notification that an applicant did not receive an award. The filing should be addressed to the Department Director.
d. A written Request for Reconsideration may be made by e-mail to the published e-mail address for the grant competition. A Request for Reconsideration must include a concise statement of the reason(s) for the request, and all documentation and other evidence supporting the request.

2. **Department Response**
    a. A change to the award decision will be made only because of a material error in the determination of eligibility.
    b. The Department Director, or designee, will consider the Request for Reconsideration and the evidence provided.
    c. Ordinarily a decision will be issued within seven business (7) days of receipt of the Request for Reconsideration. The Director may extend that time to respond for good cause. Any such extensions will be communicated to the requester by e-mail at the address included on the Grant Application.
    d. The Director may halt the award of the grant while the Request for Reconsideration is pending.
    e. After reconsideration, the Director will inform the requestor in writing of the determination.
    f. If the Director determines that a valid basis for a change to the award exists, the Director may:
        i. Reopen the grant application process, in whole or in part;
        ii. Revise or revoke an award; or
        iii. Take other appropriate action to address an error.

3. **Effect of the award**

Unless DBH states otherwise in writing, either (i) seven (7) business days after a grant award's announcement, or (ii) upon affirmation of a grant award after considering a Request for Reconsideration, a grant award shall be considered final action by DBH.

Attachment 2 – Assurances, Certifications and Disclosures

ASSURANCES, CERTIFICATIONS & DISCLOSURES

This section includes certifications, assurances and disclosures made by the authorized representative of the Applicant/Grantee organization. These assurances and certifications reflect requirements for recipients of local and pass-through federal funding. By signing below, the Applicant/Grantee certifies that the information provided is accurate, and that the organization will adhere to the following terms and conditions, statutes and regulations in their entirety

A. Applicant/Grantee Representations

- The Applicant/Grantee has provided the individuals, by name, title, address, email, and phone number who are authorized to negotiate with the Department of Behavioral Health on behalf of the organization;
- The Applicant/Grantee is able to maintain adequate files and records and will meet all reporting requirements as stated in the grant documentation;
- All fiscal records are kept in accordance with Generally Accepted Accounting Principles (GAAP) and account for all funds, tangible assets, revenue, and expenditures whatsoever; all fiscal records are accurate, complete and current at all times; and these records will be made available for audit and inspection as required by the grant documentation and all applicable District of Columbia and Federal laws and regulations;
- The Applicant/Grantee 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 OTR stating that the entity has complied with the filing requirements of District of Columbia tax laws and is current on all payment obligations to the District of Columbia, or is in compliance with any payment agreement with the Office of Tax and Revenue;
- The Applicant/Grantee has the administrative and financial capability to provide and manage the proposed services and ensure an adequate administrative, performance and audit trail;
- If required by DBH, the Applicant/Grantee 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 a fraudulent or dishonest act committed by Applicant/Grantee or any of its employees, board members, officers, partners, shareholders, or trainees; and,
- The Applicant/Grantee 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;

- The Applicant/Grantee has the resources and expertise necessary to perform the grant, or, has the ability to obtain such through submitted and approved sub-grants;
- The Applicant/Grantee 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;
- The Applicant/Grantee has a satisfactory record of 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, has otherwise established that it has the skills and resources necessary to perform the services required by this Grant;
- The Applicant/Grantee has a satisfactory record of integrity and business ethics;
- The Applicant/Grantee either has the necessary organization, experience, accounting and operational controls, and technical skills to implement the grant, or the ability to obtain them;
- The Applicant/Grantee is in compliance with the applicable District licensing and tax laws and regulations;
- The Applicant/Grantee is in compliance with the Drug-Free Workplace Act and any regulations promulgated thereunder;
- The Applicant/Grantee meets all other qualifications and eligibility criteria necessary to receive an award;
- The Applicant/Grantee agrees to indemnify, defend and hold harmless the Government of the District of Columbia and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of or related to this grant including the acts, errors or omissions of any person and for any costs or expenses incurred by the District on account of any claim therefrom, except where such indemnification is prohibited by law;
- Consistent with 2 CFR § 200.113, the Applicant/Grantee must disclose in a timely manner, in writing to the SAMHSA, and the United States Department of Health and Human Services (HHS) Office of Inspector General (OIG) all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to SAMHSA and to the HHS OIG at the following addresses:

SAMHSA
Attention: Office of Financial Advisory Services
560 Fishers Lane
Rockville, MD 20857

AND

U.S. Department of Health and Human Services
Office of Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
Independence Avenue, SW, Cohen Building
Room 5527
Washington, DC 20201

Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or email: MandatoryGranteeDisclosures@oig.hhs.gov

- Failure to make required disclosures can result in any of the remedies described in 2 CFR § 200.339, "Remedies for Noncompliance" including suspension and disbarment (*See* 2 CFR Parts 180 and 376 and 31 U.S.C. 3321).

- The Applicant/Grantee certifies that it will comply with the non-procurement and debarment regulations implementing Executive Orders 12549 and 12689, 2 CFR parts 376, and 2 CFR § 200.214. These regulations restrict awards, sub-awards and contracts with parties that are debarred suspended or otherwise excluded from or ineligible from participation in federal assistance programs or activities. A list of federally excluded health care programs can be found at: (http://exclusions.oig.hhs.gov/). The D.C. Excluded Parties List can be found at (https://ocp.dc.gov/page/excluded-parties-list).
- The Applicant/Grantee certifies that it will comply with drug free workplace requirements in Subpart B (or Subpart C of the recipient is an individual) of part 382, which adopts the Government wide implementation (2 CFR part 182) of section 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title .S.C. 701-V, Subtitle D; 41 U.S.C. 701-707);
- The Applicant/Grantee certifies that it will comply with all federal and District whistleblower statutes and regulations, including but not limited to 10 U.S.C. §§ 2324, 2409, and 41 U.S.C. §§ 4304, 4310, 4712; and
- In accordance with the United States Supreme Court decisions in *United States v. Windsor* and in *Obergfell v. Hodges,* the Applicant/Grantee must treat as valid the marriages of same-sex couples.

B. Statutory and Regulatory Assurances and Certifications

The Applicant/Grantee shall comply with all applicable District and federal statutes and regulations, including, but not limited to, the following:

- 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, Ch. 314, 24 Stat. 440 (5 U.S.C. 1501; 7321 *et seq.*;) D.C. Law 20-4, D.C. Official Code § 1-1171 *et seq.;* D.C. Law 19-124; D.C. Official Code § 1-1161.01;
- The Fair Labor Standards Act, Ch. 676, 52 Stat. 1060 (29 U.S.C. 201 *et seq.*);
- The Clean Air Act Pub. L. 108-201, February 24, 2004; 42 USC 85 *et seq.*);
- The Occupational Safety and Health Act of 1970, Pub. L. 91-596, Dec. 29, 1970; 84 Stat. 1590 (29 U.S.C. 651 *et seq.*);
- The Hobbs Act (Anti-Corruption), ch. 537, 60 Stat. 420 (18 U.S.C. § 1951);
- 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.);
- Age Discrimination in Employment Act, Pub. L. 90-202 § 2, Dec. 15, 1967; 81 Stat. 602 (29 U.S.C. 621 *et seq.*);
- Military Selective Service Act of 1973, Pub. L. 92-129, July 1, 1973, 85 Stat. 358 (50 U.S.C. 460);
- 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 Human Rights Act of 1977 (D.C. Official Code § 2-1401.01 *et seq.*);
- District of Columbia Language Access Act of 2004, DC Law 15 - 414 (D.C. Official Code § 2-1931 *et seq.*), including the prohibition against sexual harassment found in 4 DCMR § 100 *et seq.*;
- Child and Youth, Safety and Health Omnibus Amendment Act of 2004, D.C. Law §15-

353; D.C. Official Code § 4-1501.01 *et seq*..

C. Mandatory Disclosures

The Applicant/Grantee certifies that the information disclosed in the table below is true at the time of submission of the application for funding and at the time of award if funded. If the information changes, the Grantee shall notify the Project Director within 24 hours of the change in status. A duly authorized representative must sign the disclosure certification.

Covered Entity Disclosure: During the two-year period preceding the execution of the attached Agreement, were any key personnel or agents of the Applicant/Grantee/Recipient organization, a candidate for public office, or, a contributor to a campaign of a person who is a candidate for public office as defined in Section 1092(3) of the "Grant Administration Amendment Act of 2015," effective October 22, 2015 (D.C. Law 21-36; D.C Official Code 1-328.11(3))?	☐ **YES** ☐ **NO**
Are any of the aforementioned personnel presently or anticipate becoming a candidate for public office, or a contributor to a campaign of a person who is a candidate for public office, as defined in Section 1092(3) of the "Grant Administration Amendment Act of 2015," effective October 22, 2015 (D.C. Law 21-36; D.C Official Code 1-328.11(3))?	☐ **YES** ☐ **NO**
The Applicant/Grantee Organization must report the names and total compensation of its five (5) most highly compensated officers during the preceding fiscal year if it: 1) Received eighty (80) percent or more of its annual gross revenues in federal grants, sub-awards, contracts and subcontracts; and 2) Received $25,000.00 or more in annual gross revenues from federal grants, sub-awards, contracts and subcontracts; and 3) Had gross income, from all sources, of $300,000.00 or more; and 4) The public does not have access to this information through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. _____ _____ _____ _____ _____	☐ **YES** ☐ **NO**

The Applicant/Grantee organization has a federally-negotiated Indirect Cost Rate Agreement. If yes, insert issue date for the IDCR: _____ If yes, insert the name of the cognizant federal agency? _____	☐ **YES** ☐ **NO**
No key personnel or agent of the Applicant/Grantee organization who will participate directly, extensively and substantially in the request for funding (i.e., application), pre-award negotiation or the administration or management of the funding is currently in violation of federal and local criminal laws involving fraud, bribery or gratuity violations potentially affecting the DBH award.	☐ **YES** ☐ **NO**

_____

Signature

_____ _____

Name and Title Date

Attachment 3 – Program Income and Financial Disclosure

PROGRAM INCOME AND FINANCIAL DISCLOSURE

What is Program Income?

Program income means gross income earned by the non-Federal entity that is directly generated by a supported activity earned as a result of the Federal award during the period of performance. Program income includes but is not limited to income from fees for services performed, the use or rental or real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income.

The Department of Behavioral Health (DBH) requires sub-grantees to identify and document program income on projects/services. The nature of this income must be appropriately documented and the resulting revenue properly recorded. All sub-grantees should be aware of how program income will be used and reported due to a possible impact on the scope of work of the award.

Program income must be utilized in a manner that is allocable, allowable, and reasonable to the project. Expenses that are unallowable on the main project are also unallowable on the program income account.

The DBH Fiscal Monitor will review all budgets and budget modifications and flag any activity/service that has a potential to generate income with the Project Director and sub-grantee. Any flagged activity/service will be reviewed by the fiscal monitor and project director monthly, no less than quarterly with the sub-grantee.

Procedure for Monitoring Program Income:

- Sub-grantee identifies program income activity/service.
- Program income account is established by the sub-grantee.
- Revenue is received and deposited into the program income account.
- The sub-grantee certifies receipt of program income to Fiscal Monitor and Project Director through DBH Program Income Reporting Worksheet monthly, no less than quarterly.
- Fiscal monitor reviews the Income Reporting Worksheet and supporting documentation with the Project Director. Reconciliation is performed with supporting documentation and DBH data systems.
- DBH reports to applicable Federal agency a summary of all sub-grantees that accrued program income and the amount.

PROGRAM INCOME AND FINANCIAL DISCLOSURE

I _____, am an authorized representative of _____, an organization in receipt of a sub-grant from the Department of Behavioral Health (DBH) funded in whole or part by the Substance Abuse and Mental Health Services Administration (SAMHSA).

Pursuant to 2 CFR § 200.1, the organization in receipt of the sub-grant is (please select one):

_____ **A nonprofit organization**. A non-profit organization means any organization that: (1) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest; (2) Is not organized primarily for profit; (3) Uses net proceeds to maintain, improve, or expand the organization's operations; and (4) Is not an IHE. I certify that the organization will comply with all statutes and regulations related to program income, including but not limited to 2 CFR § 200.307. I further certify that I will any program income earned as a result of this grant on all invoices submitted to DBH.

_____**A For-profit organization**. Generally means an organization or entity organized for the purpose of earning a profit. The term includes but is not limited to: (1) An "S corporation" incorporated under subchapter S of the Internal Revenue Code; (2) A corporation incorporated under another authority; (3) A partnership; (4) A limited liability company or partnership; and (5) A sole proprietorship. I certify that the organization will comply with all statutes and regulations related to program income, including but not limited to 2 CFR § 300.218. I further certify that I will report any program income earned as a result of this grant on all invoices submitted to DBH.

The person whose signature appears below is authorized to sign this assurance and commit the Applicant/Grantee to the above provisions.

_____
Signature

_____ _____
Name and Title Date

Attachment 4 – DC Contribution and Solicitation Certification

DISTRICT OF COLUMBIA CONTRIBUTION AND SOLICITATION CERTIFICATION

I _____, am an authorized representative of _____, an organization in receipt of a sub-grant from the Department of Behavioral Health valued at $100,000.00 or more ("the organization"). Pursuant to D.C. Code § 1-328.15, I hereby certify under penalty of perjury to the best of my knowledge after due diligence that:

1. The organization has not made a contribution or solicitation for contribution to any of the following within one (1) year beginning on the date the contribution or solicitation for contribution was made and continuing for one (1) year after the general election for which the contribution or solicitation for contribution was made, whether or not the contribution was made before the primary election:
    a. An elected District official who is or could be involved in influencing or approving the award of a grant;
    b. A candidate for elective District office who is or could be involved in influencing or approving the award; or
    c. A political committee affiliated with a District candidate or elected District official described in subparagraphs (a) or (b).

2. The organization has not made a contribution to any of the following within eighteen (18) months beginning on the date the contribution or solicitation for contribution was made and continuing for eighteen (18) months after that date:
    a. A constituent-service program or fund, or substantially similar entity, controlled, operated or managed by:
        i. An elected District official who is or could be involved in influencing or approving the award of a grant;
        ii. A person under the supervision, direction or control of an elected District official who is or could be involved in influencing or approving the award of a grant.
    b. A political party; or
    c. An entity or organization:
        i. That a candidate or elected District official described in section 1(a), (b) or a member of his or her immediate family controls; or
        ii. In which a candidate or elected District official described in section 1(a), (b) has an ownership interest of 10% or more.

☐ Please check if this is not applicable to your organization.

_____ _____

Signature Name and Title

Date_____

FEDERAL ASSURANCES AND CERTIFICATIONS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE DISCRIMINATION ACT OF 1975, AND SECTION 1557 OF THE AFFORDABLE CARE ACT.

The Applicant/Grantee provides this assurance in consideration of and for the purpose of obtaining a sub-grant funded in whole or part by U.S. Department of Health and Human Services (HHS).

THE APPLICANT/GRANTEE HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964 (Pub. L 88—352), as amended, and all requirements imposed by or pursuant to HHS Regulation (45 CFR Part 80), to the end that, accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant/Grantee receives a sub-grant funded in whole or part by HHS.
2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to HHS Regulation (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified individual with a disability in the United States shall, solely by reason of her or his disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant/Grantee receives a sub-grant funded in whole or part by HHS.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., including the requirements set forth in Presidential Executive Order 14168 titled Defending Women From Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and Recipient will remain compliant for the duration of the agreement.

   The above requirements are conditions of payment that go the essence of the agreement and are therefore material terms of the agreement.

   Payments under the agreement are predicated on compliance with the above requirements, and therefore, subject to applicable law, the recipient is not eligible to retain any funding under the agreement absent compliance with the above requirements.

Recipient acknowledges that this certification reflects a change in the governments position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this agreement.

Recipient acknowledges that a knowing false statement relating to Recipients compliance with the above requirements and/or eligibility for the agreement may subject Recipient to liability under the False Claims Act, 31 U.S.C. 3729, and/or criminal liability, including under 18 U.S.C. 287 and 1001.

4. The Age Discrimination Act of 1975 (Pub. L. 94-1350), as amended, and all requirements imposed by or pursuant to HHS Regulation (45 CFR Part 91), to the end that, in accordance with the Act and Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant/Grantee receives a sub-grant funded in whole or part by HHS.

5. Section 1557 of the Affordable Care Act (Pub. L. 111-148), as amended, and all requirements imposed by or pursuant to HHS Regulation (45 CFR Part 92), to the end that, in accordance with Section 1557 and the Regulation, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any health program or activity for which the Applicant/Grantee receives a sub-grant funded in whole or part by HHS.

   The Applicant/Grantee agrees that compliance with this assurance constitutes a condition of continued receipt of a sub-grant funded in whole or part by HHS, and that is binding upon the Applicant/Grantee, its successors, transferees and assignees for the period during which the sub-grant is provided. If any real property or structure thereon is provided or improved with the aid of the HHS sub-grant provided to the Applicant/Grantee, this assurance shall obligate the Applicant/Grantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for the sub-grant is extended or for another purpose involving the provision of similar services for benefits. If any personal property is so provided, this assurance shall obligate for the period during which it retains ownership or possession of the property. The Applicant/Grantee further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

ASSURANCES – NON-CONSTRUCTION PROGRAMS

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for a grant and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the project described in the application.

2. Will give DBH, the United States Department of Health and Human Services, the Comptroller General of the United States and any authorized representative access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable timeframe after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

6. Will comply with all Federal statues relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IC of the Educational Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse and alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ww-3) as amended, relating to the confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.)*, as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which the sub-grant is funded; and (j) the requirements of any other non-discrimination statutes which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standard Act (40 U.S.C. §§327-333), regarding la or standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard are to participate in the program and too purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following (a) institution of environmental quality control measures under the Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EP 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistence with the approved State management program developed under the Coastal Zone Management Act pf 1972 (16 U.S.C. §§ 1451 *et seq.)*; (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C §§ 7401 *et seq.);* (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 *et seq.)* related to protecting components or potential components of national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic preservation Act of 1974 (16 U.S.C. §§ 469a-1 *et seq.)*.

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related human activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§b2131 *et seq.)* pertaining to the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 *et seq.)* which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other federal laws, executive orders, regulations and policies governing the program.

19. The Trafficking Victims Protection Act of 2000 **(**22 U.S.C. § 7104(g)), as amended, and 2 CFR Part 175 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. SAMHSA may unilaterally terminate this award, without penalty, if a private entity recipient, or a private entity subrecipient, or their employees:
a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
b) Procure a commercial sex act during the period of time that the award is in effect;
c) Use forced labor in the performance of the award or subawards under the award; or

d) Acts that directly support or advance trafficking in persons.

The text of the full award term is available at 2 CFR Part 175, Appendix A. See https://www.ecfr.gov/current/title-2/subtitle-A/chapter-I/part-175/appendix-Appendix%20A%20to%20Part%20175

LIST OF CERTIFICATIONS

1. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal

Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING $100,000 in total costs (45 CFR Part 93). By signing, the Applicant/Grantee is providing certification set out in Appendix A to 45 CFR Part 93.

2. CERTIFICATION REGARDING PROGAM FRAUD CIVIL REMEDIES ACT (PFFCRA)

The undersigned (authorized official signing for the Applicant/Grantee organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the applicant organization will comply with the Department of Health and Human Services terms and conditions of award if a grant is awarded as a result of this application.

3. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, daycare, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

The authorized official signing for the Applicant/Grantee organization certifies that the Applicant/Grantee organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The applicant organization agrees that it will require that the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

HHS strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the HHS mission to protect and advance the physical and mental health of the American people.

The person whose signature appears below is authorized to sign this assurance and commit the Applicant/Grantee to the above provisions.

_____

Signature

_____ _____

Name and Title Date

Attachment 6 – Tax Certification

DISTRICT OF COLUMBIA TAX CERTIFICATION

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Chief Financial Officer
Office of Tax and Revenue

TAX CERTIFICATION AFFIDAVIT

THIS AFFIDAVIT IS TO BE COMPLETED ONLY BY THOSE WHO ARE REGISTERED TO CONDUCT BUSINESS IN THE DISTRICT OF COLUMBIA.

Date _____

Authorized Agent
Name of Organization/Entity
Business Address (include zip code)
Business Phone Number

Authorized Agent
Principal Officer Name and Title
Square and Lot Information
Federal Identification Number
Contract Number
Unemployment Insurance Account No.

I hereby authorize the District of Columbia, Office of the Chief Financial Officer, Office of Tax and Revenue to release my tax information to an authorized representative of the District of Columbia agency with which I am seeking to enter into a contractual relationship. I understand that the information released will be limited to whether or not I am in compliance with the District of Columbia tax laws and regulations solely for the purpose of determining my eligibility to enter into a contractual relationship with a District of Columbia agency. I further authorize that this consent be valid for one year from the date of this authorization.

I hereby certify that I am in compliance with the applicable tax filing and payment requirements of the District of Columbia. The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities.

Signature of Authorizing Agent _____ **Title** _____

The penalty for making false statement is a fine not to exceed $5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code §47-4106.

Office of Tax and Revenue, PO Box 37559, Washington, DC 20013

Attachment 7 – Sub-Grantee Single Audit Certification

SUB-GRANTEE SINGLE AUDIT CERTIFICATION

Title 2 Part 200 of the Code of Federal Regulations, Subpart F – Audit Requirements states that a non-federal entity that expends less than $1,000,000 during the non-federal entity's fiscal year in federal awards is exempt from federal audit requirements for that year. However, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity (Department of Behavioral Health), and the Government Accountability Office (GAO). The sub-grantee hereby certifies that less than $1,000,000 has been expended in federal awards from all sources during the specified audit period.

Check the applicable box and complete the information below:

☐ No, less than $1,000,000 has been expended in federal awards from all sources during the specified audit period.

☐ Yes, more than $1,000,000 has been expended in federal awards from all sources during the specified audit period.

Exemption certification for fiscal year ending: _____

NOTE: The audit period is the organization's fiscal or calendar year to be audited. Please include the month, day and year for "beginning" and "ending" period (Example – beginning: January 1, 2024 and ending December 31, 2024).

Audit Period Beginning:	**Ending:**
Total Amount of Federal Funds Expended: $	
Sub recipient:	
Organization Representative Name:	
Organization Address:	
Email:	
Telephone:	
Authorized Representative Signature:	

For non-profits and Community Based Organizations (CBOs), the certification must be signed by the Chairperson of the Board of Directors.

DBH GRANT TERMS AND CONDITIONS

_____, an Applicant/Grantee for a grant/sub-grant with the Department of Behavioral Health (DBH) acknowledges receipt of the DBH Grant Terms and Conditions. The Applicant/Grantee organization agrees to be bound by the DBH Grant Terms and Conditions in their entirety if selected for funding.

Applicants/Grantees of sub-grants funded in whole or part by the Substance Abuse and Mental Health Services Administration (SAMHSA) also agree to be bound by the SAMHSA Grant Award Standard Terms and the United States Department of Health and Human Services (HHS) Grants Policy Statement.

The person whose signature appears below is authorized to sign this assurance and commit the Applicant/Grantee to the above provisions.

_____

Signature

_____ _____

Name and Title Date