

Request for Applications (RFA)

RFA No. RM0 DCOR080819



**Government of the District of Columbia
Department of Behavioral Health (DBH)**

**RFA Title: DC Opioid Response (DCOR) Faith-Based
Recovery Month Grant**

RFA Release Date: Friday, August 9, 2019

REVISED (Pgs. 7, 11, 23, and 73)

Revised Date: Thursday August 15, 2019

**Application Submission Deadline:
Friday, August 23, 2019, 1:00 p.m. ET**

**Pre-Application Conference:
Tuesday, August 13, 2019**

**64 New York Avenue, NE, DBH Room 242
Washington, DC 20002
from
3:00pm – 4:00pm**

Department of Behavioral Health (DBH)
Community Services Administration
Notice of Funding Availability (NOFA)
RFA No. RM0 DCOR080819

DC Opioid Response (DCOR) Faith-Based Recovery Month Grant

The District of Columbia, Department of Behavioral Health (DBH) is soliciting applications from qualified applicants for services in the program and service areas described in this Notice of Funding Availability (NOFA). This announcement is to provide public notice of the Department of Behavioral Health's intent to make funds available for the purpose described herein. The applicable Request for Application (RFA) will be released under a separate announcement with guidelines for submitting the application, review criteria and DBH terms and conditions for applying for and receiving funding.

General Information:

Funding Opportunity Title:	DC Opioid Response (DCOR) Faith-Based Recovery Month Grant
Funding Opportunity Number:	RFA No. RM0 DCOR080819
Opportunity Category:	Competitive
DBH Administrative Unit:	Community Services Administration
Program Contact:	Dr. E. Gail Anderson Holness 202.671.2911 EGailAnderson.Holness@dc.gov
Program Description:	This Request for Applications (RFA) identifies an opportunity for the District's faith-based community to implement prevention strategies including, but not limited to: hosting conversations on opioid awareness and workshops to understand the signs and symptoms of OUD, promoting a Day of Recovery, discussing treatment and recovery services, and training community members on naloxone. This work seeks to fund faith-based institutions in all eight wards in the District.
Eligible Applicants:	<ol style="list-style-type: none">1. A faith-based organization located in the District of Columbia (DC);2. 501(c)(3) non-profit status, or the ability to enlist the services of a fiscal agent that meets this criteria to apply for the funding on behalf of the applicant organization; and3. Active Charitable Solicitation license from DC Department of Consumer and Regulatory Affairs (DCRA).
Anticipated Number of Awards:	Up to 40
Anticipated Amount Available:	Up to \$1,000,000
Floor Award Amount:	N/A

Ceiling Award Amount:	\$25,000
-----------------------	----------

Funding Authorization:

Associated CFDA#:	93.788
Associated Federal Award ID#:	TI081707
Cost Sharing/Match Required?	No
RFA Release Date:	Friday, August 9, 2019
Pre-Application Conference (Date):	Tuesday, August 13, 2019
Pre-Application Conference (Time);	3:00 p.m. ET – 4 p.m. ET
Pre-Application Conference (Location/Conference Call Access):	64 New York Avenue, NE, 2 nd Floor Washington, DC 20002 Pre-Registration required for conference call access. Contact: Dr. E. Gail Anderson Holness EGailAnderson.Holness@dc.gov
Letter of Intent Due Date:	Friday, August 16, 2019 (optional)
Application Deadline Date:	Friday, August 23, 2019
Application Deadline Time:	1:00 p.m. ET
Links to Additional Information about this Funding Opportunity:	DC Grants Clearinghouse https://opgs.dc.gov/page/opgs-district-grants-clearinghouse

Notes:

- A. DBH reserves the right to issue addenda and/or amendments subsequent to the issuance of the NOFA or RFA, or to rescind the NOFA or RFA.
- B. Awards are contingent upon the availability of funds.
- C. Individuals are not eligible for DBH grant funding.
- D. Applicants must have a DUNS#, Tax ID#, and be registered in the federal Systems for Award Management (SAM).
- E. Contact the program contact assigned to this funding opportunity for additional information.

Table of Contents

Cover Sheet.....	1
NOFA	2
District of Columbia DBH RFA Terms and Conditions	7
Checklist for Applications	9
General Information.....	10
Key Dates	
Authority for the Grant.....	
Overview	
Source of Grant Funding.....	
Award Information	11
Amount of Funding Available	
Performance and Funding Period.....	
Eligible Organizations	
Non-Supplantation	
Application Page Limit	
Background and Purpose	12
Background.....	
Purpose.....	
Performance Requirements	13
Eligibility.....	
Target Population	
Location of Services	
Scope of Services	
Data Collection and Reporting.....	
Data Collection and Tracking.....	
Reporting	
Application Requirements	14
Project Narrative	
Organizational Capacity	
Project Need	
Project Description	
Project Evaluation.....	
Project Attachments.....	15
Project Abstract	

Work Plan	
Staffing Plan.....	
Project Budget and Justification.....	
Advances.....	
Letters of Agreement.....	
Evaluation Criteria.....	19
Review and Scoring of Application	20
Pre-Screening Technical Review.....	
Review Panel.....	
Internal Review Panel	
Application Preparation and Submission	21
Application Package.....	
Submission.....	
Pre-Application Meeting.....	23
Additional Information	23
Assurances and Certifications	23
Grantee Requirements	23
Grant Terms & Conditions	
Grant Uses	
Conditions of Award	
Indirect Costs	
Insurance	
Audits.....	
Nondiscrimination in the Delivery of Services.....	
Quality Assurance	
Agency Contact Information	24
Program Contact.....	
Grants Management (Program)	
Grants Management Office	
Attachment I – Intent to Apply Notification.....	26
Attachment II – Applicant Profile Sheet.....	27
Attachment III – Work Plan	29
Attachment IV – Staffing Plan	30
Attachment V – Budget and Budget Narrative	31
Attachment VI – Advance Payment Request Form.....	37

Attachment VII – DBH Receipt Form	38
Appendix A – General Terms and Conditions Document	39
Appendix B – Assurances, Certifications, & Disclosures Document	60
Appendix C – Ethics and Accountability Statement Document	65
Appendix D – Federal Assurances.....	67
Appendix E – DBH Certifications.....	69
Appendix F – Tax Certification Affidavit	73

District of Columbia Department of Behavioral Health RFA Terms and Conditions

The following terms and conditions are applicable to this and all Requests for Applications (RFA) issued by the District of Columbia Department of Behavioral Health (DBH) and to all awards, if funded under this RFA:

- Funding for a DC DBH award/subaward is contingent on DBH's receipt of funding (local or federal) to support the services and activities to be provided under this RFA.
- The RFA does not commit DBH to make an award.
- DBH may suspend or terminate any RFA pursuant to its own grant making rule(s) or any applicable federal law, regulation or requirement.
- Individual persons are not eligible to apply or receive funding under any DBH RFA.
- DBH reserves the right to accept or deny any or all applications if DBH determines it is in the best interest of DBH to do so. An application will be rejected if it does not comply with eligibility requirements outlined in the RFA. DBH shall notify the applicant if it rejects that applicant's proposal for review.
- DBH reserves the right to issue addenda and/or amendments subsequent to the issuance of the RFA, or to rescind the RFA. The prospective applicant is responsible for retrieving this information via sources outlined in the RFA (e.g. DC Grants Clearinghouse).
- DBH shall not be liable for any costs incurred in the preparation of applications in response to the RFA. Applicant agrees that all costs incurred in developing the application are the applicant's sole responsibility. No funds already awarded to the applicant under other instruments or agreements shall be used by the applicant to fund the preparation of this application.
- DBH may conduct pre-award on-site visits to verify information submitted in the application and to determine if the applicant's facilities are appropriate for the services intended. In addition, DBH may review the fiscal system and programmatic capabilities to ensure that the organization has adequate systems in place to implement the proposed program.
- DBH shall determine an applicant's eligibility by way of local and federal registries for excluded parties searches and documents and certifications submitted by the applicant.
- The Applicant Organization must obtain a Data Universal Numbering System (DUNS) number to apply for funding and register for the federal System for Award Management (SAM) at www.sam.gov prior to award.
- DBH reserves the right to require registry into local and federal systems for award management at any point prior to or during the Project Period.
- DBH may enter into negotiations with an applicant and adopt a firm funding amount or other revision of the applicant's proposal that may result from negotiations.
- If funded, the applicant will receive a Notice of Grant Award (NOGA) which shall incorporate the requirements of this RFA and identify the project period and budget period.
- Continuation funding, if awarded, shall be based on availability of funds, documented satisfactory progress in interim and annual reports, continued eligibility and determination that the continued funding and activities is in the best interest of the District of Columbia.
- OMB 2 CFR Part 200 (effective December 26, 2014) and 45 CFR Chapter 75, and Title 22A, D.C. Municipal Regulation, Chapter 44, apply to all grants issued under this RFA.

- If there are any conflicts between the terms and conditions of the RFA and any applicable federal or local law or regulation, or any ambiguity related thereto, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the applicant to ensure compliance.

Additional information about grants management policy and procedures may be obtained at the following site: <https://opgs.dc.gov/book/citywide-grants-manual-and-sourcebook> (City-Wide Grants Manual and Sourcebook).

If your agency would like to obtain a copy of the DBH RFA Dispute Resolution Policy, please contact the DBH Grants Management Office at dbh.grants@dc.gov or call (202) 673.3536. Your request for this document **will not** be shared with DBH program staff or reviewers. Copies will be made available at all pre-application conferences.

CHECKLIST FOR APPLICATIONS

The complete Application Package should include the following:

- ☐ Intent to Apply Notification (**Attachment I – optional**)
- ☐ Application Profile (**Attachment II**)
- ☐ Table of Contents
- ☐ Project Abstract
- ☐ Project Narrative
- ☐ Work Plan (**Attachment III**)
- ☐ Staffing Plan (**Attachment IV**)
- ☐ Budget and Budget Justification (**Attachment V**)
- ☐ Advance Payment Request Form (**Attachment VI**)
- ☐ Letters of Agreement
- ☐ Attachments
 - A.** Business License & Certificate of Occupancy
 - B.** Clean Hands Certification
 - C.** 501(c)(3) Letter
 - D.** Articles of Incorporation & Bylaws
 - E.** IRS W-9 Tax Form
 - F.** IRS Tax Exemption Letter
 - G.** Current Fiscal Year Budget
 - H.** Financial Statements
 - I.** Separation of Duties Policy
 - J.** Board of Directors
 - K.** System of Award Management Registration
 - L.** Partner Documents (if applicable)
 - M.** Proof of Insurance for Commercial, General Liability, Professional Liability, Comprehensive Automobile and Worker's Compensation
- ☐ DBH Receipt (**Attachment VI**)

- ☐ General Terms and Conditions Document (**Appendix A**)
- ☐ Assurances, Certifications and Disclosure Document (**Appendix B**)
- ☐ Ethics and Accountability Document (**Appendix C**)
- ☐ DBH Federal Assurances (**Appendix D**)
- ☐ DBH Certifications Regarding Lobbying, Debarment and Suspension, Exclusions, Other Responsibility Matters, and Requirements for a Drug-Free Workplace (**Appendix E**)
- ☐ **Tax Certification Affidavit (**Appendix F**)**
- ☐ Documents requiring signature have been signed by an agency head or **AUTHORIZED** Representative of the applicant organization.
- ☐ The Application needs a DUNS number to be awarded funds. Go to Duns and Bradstreet to apply for and obtain a DUNS # if needed.
- ☐ The Project Narrative is written on 8 ½ by 11 inch paper, 1.0 spaced, Arial or Times New Roman font using 12-point type (10 point font for tables and figures) with a minimum of one inch margins. **Applications that do not conform to these requirements will not be forwarded to the review panel.**
- ☐ The application proposal format conforms to the “Application Elements” listed in the RFA.
- ☐ The proposed budget is complete and complies with the budget forms provided in the RFA. The budget narrative is complete and describes the categories of items proposed.
- ☐ The proposed work plan, logic model, and other attachments are complete and comply with the forms and format provided in the RFA.
- ☐ Submit your application by 1:00 p.m. on the deadline of **Friday, August 23, 2019.**

GENERAL INFORMATION

Key Dates

1. Notice of Funding Announcement Date: **Friday, August 16, 2019**
2. Request for Application Release Date: **Friday, August 9, 2019**
3. Pre-Application Conference Date: **Tuesday, August 13, 2019**
4. Application Submission Deadline: **Friday, August 23, 2019**
5. Anticipated Award Start Date: **Friday, September 6, 2019**

Authority for the Grant

The Department of Behavioral Health (“DBH”) was established, effective October 1, 2013, by the Department of Behavioral Health Establishment Act, D.C. Law 20-0061, D.C. Official Code § 7-1141.01, *et seq.*, and is the successor-in-interest to the Department of Mental Health, established by the Mental Health Establishment Amendment Act of 2001, effective December 18, 2001 and the Department of Health Addiction Prevention and Recovery Administration, established in the Department of Health by Reorganization Plan No. 4 of 1996, effective July 17, 1996. DBH is responsible, *inter alia*, for developing and monitoring comprehensive and integrated behavioral health systems of care for adults and for children, youth and their families, and serves as the state mental health authority and as the single state agency for substance abuse services. The Director of DBH has the authority to make grants pursuant to D.C. Official Code § 7-1141.06(7) and has implemented this authority by rulemaking in Title 22A, D.C. Municipal Regulation, Chapter 44.

Overview

The Government of the District of Columbia, Department of Behavioral Health (DBH), Community Services Administration (CSA) is using District of Columbia Opioid Response (DCOR) grant funds to build a comprehensive system of care for residents with opioid use disorder (OUD) throughout the District. For this request for applications (RFA) DBH is soliciting applications from qualified faith-based organizations to implement prevention strategies including, but not limited to: hosting conversations on opioid awareness and workshops to understand the signs and symptoms of OUD, promoting a Day of Recovery, discussing treatment and recovery services, and training community members on naloxone. This work seeks to fund faith-based institutions in all eight wards in the District. The purpose of the DCOR Faith-Based Recovery Month Grant is to contribute to the District’s opioid response strategy, LIVE. LONG. DC., which has an overarching goal to reduce opioid-related deaths 50% by 2020.

Source of Grant Funding

Funding is made available from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, State Opioid Response (SOR) grant.

Award Information

Amount of Funding Available

This RFA will make available \$1,000,000 for up to 40, \$25,000 awards.

Performance and Funding Period

The anticipated performance and funding period is September 6, 2019 through September 29, 2019. Subsequent to the first budget period, funding will be awarded for up to one (1) option year. The number of awards, budget periods and award amounts are contingent upon the continued availability of funds and the recipient performance.

Eligible Organizations/Entities

Eligible entities who can apply for grant funds under this RFA are/have:

1. Faith-based organizations located in the District of Columbia (DC);

2. 501(c)(3) non-profit status, or the ability to enlist the services of a fiscal agent that meets this criteria to apply for the funding on behalf of the applicant organization; and
3. Active Charitable Solicitation license from DC Department of Consumer and Regulatory Affairs (DCRA).

Non-Supplantation

Recipients must supplement, and not supplant, funds from other sources for initiatives that are the same or similar to the initiatives being proposed in this award. Further, 45 CFR Chapter 75 contains additional restrictions for for-profit commercial entities that may require a reduction of approved grant awards based upon program income earned.

Application Page Limit

The documents that will be counted in the page limit may not exceed the equivalent of **six (6)** pages. Letters of agreement are not included in the page limit. The page limit includes the following documents:

- A. Project Narrative – five (5) page limit
- B. Project Abstract (found in attachment II) – one (1) page limit

BACKGROUND AND PURPOSE

Background

The DCOR grant is focused on increasing access to medication-assisted treatment (MAT), reducing unmet treatment needs, and reducing opioid overdose related deaths in the District through the provision of prevention, treatment, and recovery support services (RSS) to individuals with OUD. The District is building a model with multiple access points to a coordinated network of treatment and RSS providers that will collaborate around the assessment, stabilization, and ongoing treatment of individuals with OUD.

LIVE. LONG. DC., the District's Strategic Plan to Reduce Opioid Use, Misuse, and Related Deaths, will continue to build the city-wide effort to ensure equitable and timely access to high-quality SUD treatment and RSS through a network of treatment services that are adequate to meet demand consistent with the criteria of the American Society of Addiction Medicine (ASAM); educate District residents and key stakeholders on the risk of OUD and effective prevention and treatment; engage health professionals and organizations in the prevention and early intervention of SUD among District residents; support the awareness and availability of, and access to, harm reduction services in the District consistent with evolving best and promising practices; develop and implement a shared vision between the District's justice and public health agencies to address the needs of individuals who come in contact with the criminal justice system; and prepare for program sustainability through evaluation, planning, and performance monitoring and training.

This RFA represents an essential component of the work the District is doing through LIVE. LONG. DC. Specifically, Goal 2 in LIVE. LONG. DC. is to "Educate Washington, DC residents and key stakeholders on the risks of opioid use disorders and effective prevention and treatment options" and Strategy 2.3 is to "Conduct outreach and training in community settings (e.g., after-school programs, summer camps, churches, and community centers) to engage youth, parents, educators, school staff, and childcare providers on ways to effectively communicate regarding substance use disorder and engage/ support those impacted."

Implementing the proposed tasks in this RFA will also support the work of the Substance Abuse and Mental Health Services Administration (SAMHSA). Every September, SAMHSA sponsors Recovery Month to increase awareness and understanding of mental and substance use disorders and celebrate the people who recover. The 2019 [theme](#) is Join the Voices for Recovery: Together We Are Stronger.

Purpose

The Government of the District of Columbia, Department of Behavioral Health (DBH), Community Services Administration (CSA) is using District of Columbia Opioid Response (DCOR) grant funds to build a comprehensive system of care for residents with opioid use disorder (OUD) throughout the District. For this request for applications (RFA) DBH is soliciting applications from qualified faith-based organizations to implement prevention strategies including, but not limited to: hosting conversations on opioid awareness and workshops to understand the signs and symptoms of OUD, promoting a Day of Recovery, discussing treatment and recovery services, and training community members on naloxone. This work seeks to fund faith-based institutions in all eight wards in the District. The purpose of the DCOR Faith-Based Recovery Month Grant is to contribute to the District's opioid response strategy, LIVE. LONG. DC., which has an overarching goal to reduce opioid-related deaths 50% by 2020.

PERFORMANCE REQUIREMENTS

Eligibility

Eligible entities who can apply for grant funds under this RFA are/have:

1. Faith-based organizations located in the District of Columbia (DC);
2. 501(c)(3) non-profit status, or the ability to enlist the services of a fiscal agent that meets this criteria to apply for the funding on behalf of the applicant organization; and
3. Active Charitable Solicitation license from DC Department of Consumer and Regulatory Affairs (DCRA).

Target Population

For the purposes of this RFA, the applicant should focus on providing faith-based prevention and awareness activities on OUD to their congregations and communities.

Location of Services

Services and events associated with this grant should take place at the faith-based institution.

Scope of Services

Applicants should describe a program that will begin to operate within one (1) day of the grant award and complete by September 29, 2019. Including the following activities:

1. Disseminate literature using information provided by DBH regarding OUD prevention, treatment (including MAT), and recovery.
2. Host a kick-off workshop the week of September 9 using DBH-provided information regarding OUD prevention, treatment (including MAT), and recovery.
3. Host two trainings (at least two hours each) the weeks of September 16 and 23 using DBH-provided information regarding OUD prevention, treatment (including MAT), and recovery. At least one training must include a naloxone training and dissemination of naloxone kits.
4. Host a Recovery Day during a primary day of worship using DBH-provided information regarding OUD prevention, treatment (including MAT), and recovery.

Data Collection and Reporting

Grantees will be required to collect, track, and report information on services provided and individuals served.

Data Collection and Tracking

Applicants must describe their capacity to accurately capture and report the following key outcomes:

- A. Completed sign-in sheets of each event;
- B. Pre- and post- survey about opioids and OUD;

- C. Basic demographic information on participants;
- D. Number of individuals served by the program by activity and cumulatively;
- E. Number of individuals receiving naloxone training;
- F. Number of individuals provided naloxone; and
- G. Summarized list of major themes and comments from the workshops and trainings.

Reporting

Grantees shall report on all grant activities in a format prescribed by DBH by October 7, 2019.

APPLICATION REQUIREMENTS

Project Narrative – up to five (5) pages

A. **Organizational Capacity (up to 1 page)**

Applicants should include the following information to highlight their experience and capacity to implement the grant activities:

- i. Describe their Mission, structure, and scope of current activities; target population, experience, and capacity to meet the deliverables outlined in this RFA.
- i. Describe how existing resources and materials can be leveraged to educate the communities and congregations (visit <https://www.samhsa.gov/faith-based-initiatives> or <https://www.recoverymonth.gov/resource-category/faith-based> for ideas);
- ii. Describe the team who will work on this initiative, including anyone that would be hired to run this work;
- iii. Describe the location and description of the location where the activities will be held;
- iv. Estimate the number of individuals that will be served by the program;
- v. Describe the process that the applicant will implement to promote these activities and events with members of the congregation and the community;
- vi. Describe any potential challenges and contingency plans for addressing concerns related to circumstances that may arise; and
- vii. Describe the organization's plan to be fully operational within one (1) day of the new grant agreement.

B. **Project Need (up to 1 pages)**

Applicants should describe the unmet need for faith-based recovery month activities in the community where the activities will occur. Note: if referencing publicly-available sources of needs assessment data, citations must be provided.

C. **Project Description (up to 2 pages)**

Applicants should describe their plan to develop and implement the following faith-based recovery month activities:

- i. Creating outreach items and educational materials (power points) for the workshop and trainings, using information provided by DBH regarding OUD prevention, treatment (including MAT) and recovery;
- ii. Creating marketing items (including items such as posters, flyers, palm cards and brochures) using information provided by DBH regarding OUD prevention, treatment (including MAT), and recovery;
- iii. Implementing a plan to outreach to members about the event;
- iv. Disseminating promotional items;
- v. Hosting a kick-off workshop the week of September 9
- vi. Hosting two, two-hour trainings the weeks of September 16 and 23 using DBH provided information and other DBH approved materials.

- vii. Hosting a Recovery Day culminating event during a primary day of worship at the end of September 2019.

D. Project Evaluation (up to 1 pages)

The section should describe the applicant's plan to evaluate the project including how the organization will track work plan progress to ensure deliverables are achieved by September 29, 2019 and reported on no later than October 7, 2019. This includes specific information about how the program will advance LIVE. LONG. DC. Goal 2, which is to "Educate Washington, DC residents and key stakeholders on the risks of opioid use disorders and effective prevention and treatment options" and Strategy 2.3, "Conduct outreach and training in community settings (e.g., after-school programs, summer camps, churches, and community centers) to engage youth, parents, educators, school staff, and childcare providers on ways to effectively communicate regarding substance use disorder and engage/ support those impacted." The description should include the proposed targets for the following key grant outcomes:

- i. Completed sign-in sheets of each event;
- ii. Pre- and post- survey about opioids and OUD;
- iii. Basic demographic information on participants;
- iv. Number of individuals served by the program by activity and cumulatively;
- v. Number of individuals receiving naloxone training;
- vi. Number of individuals provided naloxone; and
- vii. Summarized list of major themes and comments from the workshops and trainings.

The grantee may propose additional outcome measures specific to their project, subject to DBH approval.

The grantee should also outline the process measures and targets it will use to track the faith-based activities delivered under the grant. The section should also briefly describe the infrastructure that will support evaluation activities.

Project Attachments

Some of the attachments for this application include required templates that the applicants must use, as indicated below.

A. Project Abstract (up to 1 page)

A one-page project abstract is required (**see Attachment II**). Please provide a one-page abstract that is clear, accurate, concise, and without reference to other parts of the Project Narrative. The project abstract must be written on 8 ½ by 11 inch paper, 1.0 spaced, Arial or Times New Roman font using 12-point type (10 point font for tables and figures) with a minimum of one inch margins, **limited to one page in length**, and include the following sections (*no template provided*):

- i. **Project Description:** Briefly outline how the organization will implement the project in service of the goal and objectives.
- ii. **Performance Metrics:** Outline the key outcome and process metrics and associated targets that the organization will use to assess performance including:
 - i. Completed sign-in sheets of each event;
 - ii. Pre- and post- survey about opioids and OUD;
 - iii. Basic demographic information on participants;
 - iv. Number of individuals served by the program by activity and cumulatively;
 - v. Number of individuals receiving naloxone training;

- vi. Number of individuals provided naloxone; and
- vii. Summarized list of major themes and comments from the workshops and trainings.

B. Work Plan (not counted in page limit)

The work plan template (see **Attachment III**) provided by DBH is required. The work plan describes key activities and tasks to successfully deliver the recovery month program. The activities and tasks should be organized chronologically, and each should have an identified responsible staff, target completion date, and associated output.

C. Staffing Plan (not counted in page limit)

The applicant's staff plan template (see **Attachment IV**) provided by DBH is required. The staffing plan should describe staff duties, qualifications, and the percent of time to be spent on project activities, and whether the time will be charged to the grant. The plan should clearly indicate which staff positions will need to be hired. Staff CVs, resumes, and position descriptions shall be submitted and will not count towards the page limit. Staffing should include, at a minimum, the program director responsible for the oversight and day-to-day management of the proposed program; staff responsible for service delivery; staff responsible for monitoring programmatic activities and use of funds; and staff responsible for data collection, quality and reporting.

D. Project Budget and Justification (not counted in page limit)

The application should include a project budget (see **Attachment V**) with justification using the provided template. The project budget and budget justification should be directly aligned with the work plan and project description. All expenses should relate directly to achieving the key grant outcomes including the following activities:

1. Disseminate literature using information provided by DBH regarding OUD prevention, treatment (including MAT), and recovery.
2. Host a kick-off workshop the week of September 9 using DBH-provided information regarding OUD prevention, treatment (including MAT), and recovery.
3. Host two trainings (at least two hours each) the weeks of September 16 and 23 using DBH-provided information regarding OUD prevention, treatment (including MAT), and recovery. At least one training must include a naloxone training and dissemination of naloxone kits.
4. Host a Recovery Day during a primary day of worship using DBH-provided information regarding OUD prevention, treatment (including MAT), and recovery.

The budget should reflect a September 6, 2019 start date. Personnel charges must be based on actual, not budgeted labor. Salaries and other expenditures budgeted for in the grant must be for services that will occur during the September 6, 2019 – September 29, 2019 grant period.

The following categories and descriptions should be covered in the Budget/Justification:

- i. **Budget Narrative:** The budget narrative should provide the justification of the items included in the proposed budget. Note that food costs may not exceed \$3.00 per person for light refreshments and no more than \$5,000 may go towards marketing items.
- ii. **Personnel:** Include the title of the position, name (or indicate vacancy), annual salary and level of effort (percentage of time) dedicated to this project.
- iii. **Fringe:** Provide the position, name (or indicate vacancy), total fringe benefit rate used.

- iv. **Travel:** Only local travel related to the (insert name of project/effort) and for the project staff will be approved in the grant budget. Provide purpose, destination, and type of travel.
 - v. **Equipment:** Provide the item, quantity, amount, and percent charged to the grant.
 - vi. **Supplies:** Include the items being requested and rate. Description should also include how the supplies directly support the project.
 - vii. **Contractual:** Provide the name of entity and identify whether it's a sub-recipient, contractor, consultant, or service. Also provide the entity's rate.
 - viii. **Other Direct Costs:** List any costs not included in any of the other cost categories. This should include any costs associated with marketing (i.e. posters, flyers, palm cards and brochures) and food. Note that food costs may not exceed \$3.00 per person for light refreshments and event marketing items are limited to \$5,000 of the total budget.
 - ix. **Indirect Costs:** Indirect costs should not exceed 10% of direct costs, unless the organization has a negotiated indirect cost rate agreement.
- E. **Advances (not counted in page limit)**
An applicant seeking an advance, must submit a completed Advance Payment Request form signed by the organization's Chair of the Board of Directors and Executive Director, or equivalent positions. **No advance payment will be provided without prior official request and approval.**
- F. **Letters of Agreement (not counted in page limit)**
Applicant should submit all letters of agreement, from other agencies and organizations that will be actively engaged in the proposed project (*no template provided*).
- G. **Active Charitable Solicitation License (not counted in page limit)**
The applicant must submit a current Active Charitable Solicitation license from DC Department of Consumer and Regulatory Affairs (DCRA).
- H. **Clean Hands Certification (not counted in page limit)**
Each applicant must submit a current Clean Hands Certification from the District of Columbia Office of Tax Return. DBH requires that the submitted Clean Hands Certification reflect a date within a thirty-day period immediately preceding the application's submission. Self-Certification is not acceptable.
- I. **501(c)(3) Letter (not counted in page limit)**
The applicant must submit the organization's determination or affirmation letter approving and/or confirming the tax-exempt status.
- J. **Articles of Incorporation & Bylaws (not counted in page limit)**
The applicant must submit certification of current/active Articles of Incorporation from the DC Department of Consumer and Regulatory Affairs. Also, the current/active Bylaws must also be submitted.
- K. **IRS W-9 Tax Form (not counted in page limit)**
The applicant must submit a current completed W-9 form prepared for the U.S. Internal Revenue Service (IRS). DBH defines "current" to mean the document was completed within the same calendar year as that of the application date.
- L. **IRS Tax Exemption Affirmation Letter (not counted in page limit)**
The tax exemption affirmation letter is the IRS's determination letter of non-profit status. If this letter is not available, then the applicant should provide its most recent IRS Form 990

tax return, if one was submitted. If no return has yet been filed, the organization can submit its application for tax-exempt status. If the group has a supporting organization with an IRS tax-exempt status determination, then that organization's tax exemption affirmation letter should also be submitted.

If there is no IRS tax exemption letter because the organization is a religious organization, then the applicant may submit the best evidence it can of its status. Examples of potential best evidence for this purpose include, but are not limited to (i) a letter from the leader of the organization verifying that the organization is a religious group; (ii) a letter from the group's board chair or similar official, verifying that the organization is a religious group; (iii) the applicant's most recently submitted state sales or other tax exemption form, if it exists (Form 164 in the District of Columbia); or (iv) the state's issued tax exemption certificate or card, if it exists. (See IRS publication no. 1828, *Tax Guide for Churches and Religious Organizations*).

M. Current Fiscal Year Budget (not counted in page limit)

The applicant must submit its full budget, including a projected income, for the current fiscal year and comparison of budgeted versus actual income and expenses of the fiscal year to date.

N. Financial Statements (not counted in page limit)

If the applicant has undergone an audit or financial review, it must provide the most recent audited financial statements or reviews. If audited financial statements or reviews are not available, the applicant must provide its most recent complete year's unaudited financial statements.

O. Separation of Duties Policy (not counted in page limit)

The applicant must state how the organization separates financial transactions and duties among people within the organization in order to prevent fraud or waste. This may be a statement that already exists as a formal policy of the organization, or the applicant may create the statement for purposes of the application. The applicant should state which of these situations apply.

This statement should:

- i. Describe how financial transactions are handled and recorded;
- ii. Provide the names and titles of personnel involved in handling money;
- iii. Identify how many signatures the financial institution(s) require on the organization's checks and withdrawal slips; and,
- iv. Address other limits on staff and board members' handling of the organization's money.

P. Board of Directors (not counted in page limit)

The applicant must submit an official list of the current board of directors on letterhead to include: names and board titles of officers, mailing and e-mail addresses, and phone numbers. The document must be signed by the authorized executive of the applicant organization.

Q. System for Award Management (SAM) Registration

If a project within this RFA is funded wholly or partially by federal funding sources, applicants must be registered in the System of Award Management at www.sam.gov and provide evidence of this registration as part of the application package.

R. Partner Documents (not counted in page limit)

If applicable, the applicant must submit the partnering organization's Clean Hands Certificate (from the Office of Tax and Revenue) and documentation of the partner's tax exempt status.

S. **Proof of Insurance for: Commercial, General Liability, Professional Liability, Comprehensive Automobile and Worker's Compensation (not counted in page limit)**

The applicant must provide in writing the name of all its insurance carriers and type of insurance provided (e.g., its general liability insurance carrier and automobile insurance carrier, worker's compensation insurance carrier), fidelity bond holder (if applicable), and before execution of the grant award, a copy of the binder or cover sheet of the current policy for any policy that covers activities that might be undertaken in connection with performance of the grant award, showing the limits of coverage and endorsements. All policies, except the Worker's Compensation, Errors and Omissions, and Professional Liability policies that cover activities that might be undertaken in connection with the performance of the grant award shall contain additional endorsements naming the Government of the District of Columbia and its officers, employees, agents and volunteers as additional named insured with respect to liability abilities arising out of the performance of services under the grant award. The applicant shall require their insurance carrier of the required coverage to waive all rights of subrogation against the District, its officers, employees, agents, volunteers, contractors and subcontractors.

EVALUATION CRITERIA

Indicators have been developed for each review criterion to assist the applicant in presenting pertinent information related to that criterion and to provide the reviewer with a standard for evaluation. The five review criteria are outlined below with specific detail and scoring points. These criteria are the basis upon which the reviewers will evaluate the application. The entire proposal will be considered during objective review.

Criterion 1: Capacity (Corresponds to Section Organizational Capacity) – 45 points

Applicants should have:

- ii. Described their Mission, structure, and scope of current activities; target population, experience, and capacity to meet the deliverables outlined in this RFA; **(5 points)**
- iii. Described how existing resources and materials can be leveraged to educate the communities and congregations (visit <https://www.samhsa.gov/faith-based-initiatives> or <https://www.recoverymonth.gov/resource-category/faith-based> for ideas); **(5 points)**
- iv. Described the team who will work on this initiative, including anyone that would be hired to run this work. **This includes a completed Staffing Plan – Attachment IV; (10 points)**
- viii. Described the location and description of the location where the activities will be held; **(5 points)**
- ix. Estimated the number of individuals that will be served by the program; **(5 points)**
- x. Described the process that the applicant will implement to promote these activities and events with members of the congregation and the community; **(5 points)**
- xi. Described any potential challenges and contingency plans for addressing concerns related to circumstances that may arise; **(5 points)** and
- xii. Describe the organization's plan to be fully operational within one (1) day of the new grant agreement. **(5 points)**

Criterion 2: Need (Corresponds to Section Project Need) – 10 points

Applicants described the unmet need for faith-based recovery month activities in the community where the activities will occur. Note: if referencing publicly-available sources of needs assessment data, citations must be provided. **(10 points)**

Criterion 3: Strategic Approach (Corresponds to Section Project Description) – 25 points

Applicants should have described their plan to develop and implement the following faith-based recovery month activities **(20 points)**:

- i. Creating outreach items and educational materials (power points) for the workshop and trainings, using information provided by DBH regarding OUD prevention, treatment (including MAT) and recovery;
- ii. Creating marketing items (including items such as posters, flyers, palm cards and brochures) using information provided by DBH regarding OUD prevention, treatment (including MAT), and recovery;
- iii. Implementing a plan to outreach to members about the event;
- iv. Disseminating promotional items;
- v. Hosting a kick-off workshop the week of September 9
- vi. Hosting two, two-hour trainings the weeks of September 16 and 23 using DBH provided information and other DBH approved materials.
- vii. Hosting a Recovery Day culminating event during a primary day of worship at the end of September 2019.

Applicants should have completed a Work Plan – Attachment IV. **(5 points)**

Criterion 4: Evaluation (Corresponds to Section Project Evaluation) – 15 points

Applicants should have described the plan to evaluate the project including how the organization will track work plan progress to ensure deliverables are achieved by September 29, 2019 and reported on no later than October 7, 2019. This includes specific information about how the program will advance LIVE. LONG. DC. Goal 2, which is to “Educate Washington, DC residents and key stakeholders on the risks of opioid use disorders and effective prevention and treatment options” and Strategy 2.3, “Conduct outreach and training in community settings (e.g., after-school programs, summer camps, churches, and community centers) to engage youth, parents, educators, school staff, and childcare providers on ways to effectively communicate regarding substance use disorder and engage/ support those impacted.” **(5 points)**

The description should include the proposed targets for the following key grant outcomes **(10 points)**:

- i. Completed sign-in sheets of each event;
- ii. Pre- and post- survey about opioids and OUD;
- iii. Basic demographic information on participants;
- iv. Number of individuals served by the program by activity and cumulatively;
- v. Number of individuals receiving naloxone training;
- vi. Number of individuals provided naloxone; and
- vii. Summarized list of major themes and comments from the workshops and trainings.

Criterion 5: Project Budget and Justification – 5 points

The applicant provided a budget and budget narrative justification of the items included in their proposed budget. This budget stayed under the \$5,000 threshold for marketing items, and was limited to \$3.00 per person in food costs (light refreshments). **(5 points)**

REVIEW AND SCORING OF APPLICATION

Pre-Screening Technical Review

All applications will be reviewed initially for completeness, formatting and eligibility requirements by DBH personnel prior to being forwarded to the review panel. Incomplete applications and

applications that do not meet the eligibility criteria will not advance to be reviewed. DBH will only notify applicants that their application did not meet the noted requirements.

Review Panel

The review panel will be composed of neutral, qualified, professional individuals who have been selected for their unique experiences in behavioral health and administrative requirements mandated by the source of funds, as applicable. The panel will review, score and rank each applicant's proposal based on the criteria outlined in the RFA. Reviewers are required to provide a summary of strengths and weaknesses found in the application.

Internal Review Panel

DBH program managers will evaluate the individual and summary recommendations of the review panel. Program Managers will weigh the results of the review panel against other factors such as, but not limited to; a past performance review, risk assessment and eligibility assessment, including a review of assurances and certification, and business documents submitted by the applicant, as required in the RFA in making the final decision.

In this phase of the review process, **DBH reserves the right to request clarifying supplemental information from applicants and request pre-decisional on-site reviews for those applicants being considered for award.** Any request for supplemental information or on-site visits is not a commitment by DBH to fund the applicant.

The internal review panel will prepare and submit a formal recommendation of prospective awardees, funding levels and service/activities to the DBH Director for signature. The DBH Grants Management Office is responsible for certifying that all District rules and standards were followed for the RFA process.

APPLICATION PREPARATION AND SUBMISSION

Only one (1) application per organization will be accepted, [unless multiple competitions included in a single RFA allow multiple submissions per competition by one organization.](#) An application package consists of an Application Profile and Table of Contents, Project Narrative, Project Budget/Budget Justification, and other related Attachments.

Application Package

The following attachments **are not** included in the **six (6)** page limit:

- A. Intent to Apply Notification (**Attachment I**)
- B. DBH Application Profile (**Attachment II**)
- C. Table of Contents – Lists major sections of the application with quick reference page indexing. Failure to include an accurate Table of Contents may result in the application not being reviewed fully or completely.
- D. Work Plan (**Attachment III**)
- E. Staffing Plan (**Attachment IV**)
- F. Budget and Budget Justification (**Attachment V**)
- G. Advance Payment Request Form (if applicable) (**Attachment VI**)
- H. Letters of Agreement (if applicable)
- I. Business License & Certificate of Occupancy
- J. Clean Hands Certification
- K. 501(c)(3) Letter
- L. Articles of Incorporation & Bylaws
- M. IRS W-9 Form
- N. IRS Tax Exemption Letter
- O. Current Fiscal Year Budget

- P. Financial Statements
- Q. Separation of Duties Policy
- R. Board of Directors
- S. System of Award Management Registration
- T. Assurances, Certifications & Disclosure Document (**Appendix A**)
- U. General Terms and Conditions Document (**Appendix B**)
- V. Ethics and Accountability Document (**Appendix C**)
- W. DBH Federal Assurances (**Appendix D**)
- X. DBH Certifications Regarding Lobbying, Debarment and Suspension, Exclusions, Other Responsibility Matters, and Requirements for a Drug-Free Workplace (**Appendix E**)
- Y. **Tax Certification Affidavit (Appendix F)**
- Z. DBH Receipt Form (**Attachment VII**)

The following attachments are included in the **six (6)** page limit:

- A. Project Abstract – 1 page (found in Attachment II)
- B. Project Narrative – 5 pages

Note: Failure to submit ALL of the above attachments and appendices (except for Appendix F which was added in the amended RFA on August 15, 2019) will result in a rejection of the application from the review process. The application will not qualify for review.

Submission

Applications are due **Friday, August 23, 2019**, no later than 1:00 p.m. Eastern Time (ET), to DBH, c/o **Daijon Wilburn**, 64 New York Avenue, NE, 3rd Floor, Washington, DC 20002. For application delivery, please use the West Entrance (closer to P Street NE) at security guard station. Applicants should allow at least 30 minutes before the deadline to clear security protocols. A valid form of identification and passing through a standard security checkpoint when entering a District of Columbia building. Valid forms of identification include, but are not limited to: valid state driver's license or ID card; ID card issued by federal, state or local government agencies or entities; student identification card; military identification card; and passport. Applications will not be accepted by email or fax.

Applications received at or after **Friday, August 23, 2019, 1:01 p.m. ET**, will not be forwarded to the Review Panel for funding consideration. Any additions or deletions to an application will not be accepted after the deadline of 1:00 p.m. ET. **Applicants will not be allowed to assemble application material on the premises of DBH.** Applications must be ready for receipt by DBH.

The applicant **must submit** the required six (6) copies of the proposal in six (6) individually sealed envelopes. Of the six (6) copies, one (1) copy should be stamped "original." Two copies of the DBH Receipt Form (**Attachment VII**) should be attached to the outside of the "original" sealed envelope. One copy of the DBH Receipt will stay with DBH and the other copy will be provided to the applicant once applications are received. **Unsealed and unidentified applications will not be accepted.**

PRE-APPLICATION MEETING

A Pre-Application Meeting will be held on Tuesday, August 13, 2019 from **3:00 p.m. to 4:00 p.m.** at 64 New York Avenue, NE 2nd Floor Conference Room **242**, Washington, DC 20002. The meeting will provide an overview of the RFA requirements and address specific issues and concerns about the RFA. No applications shall be accepted by any DBH personnel at this conference. Do not submit drafts, outlines or summaries to DBH for review, comment, or technical assistance.

ADDITIONAL INFORMATION

Applicants who wish to receive updates and/or addenda to this RFA shall provide the information listed below to the District of Columbia, Department of Behavioral Health, Community Services Administration, by contacting Dr. **Dr. E. Gail Anderson Holness at 202.671.2911 or EGailAnderson.Holness@dc.gov**. Please be sure to put “RFA Contact Information” in the subject box and in the body of the email include:

1. Name of Organization
2. Key Contact Mailing Address
3. Telephone Number, Second Contact Email Address

GRANTEE REQUIREMENTS

If the applicant is considered for funding based on the results of the competition, the following requirements are in effect:

Grant Terms & Conditions

All grants awarded under this program will be subject to the DBH Standard Terms and Conditions for all DBH – issued grants. The Terms and Conditions are located in the Appendix A for signature and acceptance.

Grant Uses

The grant awarded under this RFA shall be used exclusively to pay costs associated with the implementation of the grant. Payment requests will be monitored by DBH to ensure compliance with the approved budget and work plan.

Conditions of Award

As a condition of the award, a successful applicant who receives a Notice of Grant Award (NOGA) will be required to:

- A. Meet Pre-Award requirements, including submission and approval of required assurances and certification documents, documentation of non-disbarment or suspension (current or pending) of eligibility to receive local or federal funds.
- B. Adhere to mutually agreed upon terms and conditions of a grant award issued by the Department of Behavioral Health and accepted by the grantee organization. The grant award shall outline the scope of work, standards, reporting requirements, fund distribution terms and any special provisions required by federal agreements.
- C. Utilize Performance Monitoring & Reporting tools developed and/or approved by DBH.

Indirect Cost

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. Pursuant to 45 CFR 75.414 and 75.352, subgrant recipients who are funded under federal awards will be reimbursed for indirect costs under one of three methods: according to an existing federally approved negotiated rate, a new negotiated rate or a default de minimis rate of 10% of the modified total direct costs.

Insurance

During the term of the grant, all organizations will be required to obtain and keep in force insurance coverage as detailed in the grant award and must provide in writing the name of all its insurance carriers and the type of insurance provided.

Audits

At any time or times before final payment and three (3) years thereafter, the District may have the applicant's expenditure statements and source documentation audited. Grantees subject to A-133 rules must have documentation available, and submit as requested, the most recent audit reports when requested by DBH personnel.

Nondiscrimination in the Delivery of Services

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

Quality Assurance

DBH will utilize a risk-based management and monitoring assessment to establish a monitoring plan for the grantee. Grantees will submit interim and final reports on progress, successes, and barriers.

Funding is contingent upon the Grantee's compliance with terms of the agreement and progress in meeting milestones and targets outlined in the approved work plan and evaluation plan. All programs shall be monitored and assessed by assigned project and grants management personnel. The Grantee will receive a performance rating and subject to review at any time during the budget period.

A final performance report shall be completed by the Department of Behavioral Health and provided and held for record and use by DBH in making additional funding or future funding available to the applicant. All performance reports are subject to review and oversight by the DBH Grants Office.

AGENCY CONTACT INFORMATION

Program Contact

Dr. E. Gail Anderson Holness at 202.671.2911 or EGailAnderson.Holness@dc.gov

Grants Management (Program)

Kelly Murphy at 202.671.2911 or Kelly.Murphy@dc.gov

Grants Management Office

Jocelyn Route at 202 671-3204 or jocelyn.route@dc.gov



**DC Opioid Response (DCOR) Faith-Based Recovery Month Grant
RFA # RMO DCOR080819
Intent to Apply Notification
Due Date: Friday, August 16, 2019**

TO: Department of Behavioral Health, Grants Management Office
www.dbh.grants@dc.gov

FROM: _____
Name of Organization

RE: Intent to Apply for _____
[Insert RFA Title]

Organization Address: _____
Contact Person/Title: _____
Contact Person Telephone Number: _____
Contact Person Email: _____

This notification serves as intent to apply for the abovementioned Request for Application. The notification is due Friday, August 16, 2019 to dbh.grants@dc.gov Notifications are to be sent to this email address only and will not be received via telephone, fax, email (other than address noted) or in-person.

I am also confirming attendance at the mandatory pre-application conference being held Tuesday, August 13, 2019.

In-Person: ☐ Yes ☐ No **#Attendees:** _____
Webinar: ☐ Yes ☐ No

Print Name

Signature

Date



**Government of the District of Columbia
Department of Behavioral Health (DBH)**

**DC Opioid Response (DCOR) Faith-Based Recovery Month Grant
RFA # RMO DCOR080819**

Applicant Profile

APPLICANT NAME:

TYPE OF ORGANIZATION:

☐ Public Non-Profit Org. ☐ Private Non-Profit Org.

EIN/Federal Tax ID No.:

DUNS No.:

Primary Contact Person/Title:

Second Contact Person/Title:

Street Address:

City, State ZIP:

Telephone:

Fax:

Email:

Ward:

Organization Website:

Name of Authorized Representative
(Official Signatory):

Title:

Email Address:

Phone Number:

Signature of Authorized Representative

Please complete RFA Abstract on next page.

RFA Abstract (Required, Limit 200 words)

WORK PLAN

Attachment III

Objective(s)	Actions/Activities	Results	Person(s) Responsible	Duration	Fiscal Year XX											
					OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Goal 1: Directions: State clearly the goal your program/project will pursue to address the issues identified.																
Objective 1: <i>Directions: Provide the key activity which will directly contribute to the project goal.</i>	<i>Directions: Name the key actions to be implemented to achieve this objective.</i>	<i>Directions: List the results you expect to achieve which directly contribute to the objective for the goal identified.</i>	<i>Directions: Indicate the staff member, group, or other person responsible for overseeing the activity.</i>	<i>Directions: Indicate the duration of the activity (for example, 2 weeks, 3 months, etc.). Next, put an 'X' in the corresponding month(s) this activity will occur.</i>												
Objective 2:																
Objective(s)	Actions/Activities	Results	Person(s) Responsible	Duration	Fiscal Year XX											
					OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Goal 2:																

STAFFING PLAN

Attachment IV

The staffing plan provides a presentation and justification of all staff required to implement the project. The staffing plan needs to identify the total personnel who will be supported under grant funding and include resumes or curriculum vitae. Include the following elements in the staffing plan:

1. Position Title (e.g., Chief Executive Officer)
2. Staff Name (Note: If the individual has not been identified to occupy this position, please indicate "To Be Determined")
3. Education/Experience Qualifications
4. General Responsibilities
5. Annual Salary
6. Percentage of Full Time Equivalent (FTE) for staff involvement
7. Amount Requested (list the DBH grant funds requested for each position)

Position Title	Staff Name	Education / Experience Qualifications	Resume or CV Included	General Responsibilities	Annual Salary	Percent FTE	Amount Requested
Example.. Project Director	Janet Doe	PMP Certification, 2019	Yes	Overseeing all operations of the project.	\$64,890	10%	\$6,489

BUDGET AND BUDGET NARRATIVE

A. PERSONNEL					
FEDERAL REQUEST - Personnel Narrative					
Position (1)	Name (2)	Key Staff (3)	Annual Salary/Rate (4)	Level of Effort (5)	Total Salary Charge to Award (6)
(1) Project Director	Alice Doe	Yes	\$ 64,890	10%	\$ 6,489
(2) Program Coordinator	Vacant to be hired within 60 days of anticipated award date	No	\$ 46,276	100%	\$ 46,276
(3) Clinical Director	Jane Doe	No	In-kind cost	20%	\$ -
Federal Request (enter in Section B column 1, line 6a of SF-424A)					\$ 52,765

FEDERAL REQUEST - Justification for Personnel
1. The Project Director will provide oversight of the grant. This position is responsible for overseeing the implementation of the project activities, internal and external coordination, developing materials, and conducting meetings.
2. The Program Coordinator will coordinate project service and activities, including training, communication and information dissemination.

B. FRINGE BENEFITS				
FEDERAL REQUEST - Fringe Benefits Narrative				
Position (1)	Name (2)	Rate (3)	Total Salary Charged to Award (4)	Total Fringe Charged to Award (5)
Project Director	Alice Doe	29.65%	\$ 6,489	\$ 1,924
Program Coordinator	Vacant, to be hired within 60 days of anticipated award date.	29.65%	\$ 46,276	\$ 13,721
Federal Request (enter in Section B column 1, line 6b of SF-424A)				\$ 15,645

--	--

C. TRAVEL

FEDERAL REQUEST - Travel Narrative

Position (1)	Destination (2)	Item (3)	Calculation (4)	Total Cost Charged to the Award (5)
Mandatory Recipient Conference	Chicago, IL to Washington, DC	Airfare	\$200/flight x 2	\$ 400
		Hotel	\$180/night x 2 persons x 2 nights	\$ 720
		Per Diem (meals and incidentals)	\$46/day x 2 persons x 2 days	\$ 184
Local Travel		Mileage	3,000 miles @ .38/mile	\$ 1,140
Federal Request - (enter in Section B column 1, line 6c of SF-424A)				\$ 2,444

FEDERAL REQUEST - Justification for Travel

1. Two staff (Project Director and Evaluator) to attend mandatory recipient meeting in Washington, DC.

2. Local travel is needed to attend local meetings, project activities, and training events. Local travel rate is based on organization's policies/procedures for privately owned vehicle reimbursement rate.

D. EQUIPMENT

FEDERAL REQUEST - Equipment Narrative

Item (1)	Quantity (2)	Amount (3)	% Charge to the Award (4)	Total Cost Charged to the Award (5)
Federal Request - (enter in Section B column 1, line 6d of SF-424A)				\$ -

E. SUPPLIES

FEDERAL REQUEST - Supplies Narrative

Item(s)	Rate	Cost
General Office Supplies	\$50/mo. X 12 mo.	\$ 600

Postage	\$37/mo. X 8 mo.	\$ 296
Laptop Computer	1 x \$900	\$ 900
Printer	1 x \$300	\$ 300
Projector	1 x \$900	\$ 900
Copies	8000 copies x .10/copy	\$ 800
Federal Request - (enter in Section B column 1, line 6e of SF-424A)		\$ 3,796

Federal Request - Justification for Supplies

1. Office supplies, copies and postage are needed for general operation of the project.
2. The laptop computer and printer are needed for both project work and presentations for Project Director.
3. The projector is needed for presentations and workshops. All costs were based on retail values at the time the application was written.

F. CONTRACT

FEDERAL REQUEST - Contracts Narrative

Name (1)	Service (2)	Rate (3)	Other	Cost (4)
(1) State Department of Human Services	Training	\$250/individual x 3	5 days	\$750
(2) Treatment Services	1040 Clients	\$27/client per year		\$28,080
(3) John Smith (Case Manager)	Treatment Client Services	1 FTE @ \$27,000 + Fringe Benefits of \$6,750 = \$33,750	*Travel at 3,126 @ .50 per mile = \$1,563 Training course \$175 *Supplies @ \$47.54 x 12 months or \$570 *Telephone @ \$60 x 12 months = \$720 *Indirect costs = \$9,390 (negotiated with contractor)	\$46,168
(4) Jane Smith	Evaluator	\$40 per hour x 225 hours	12 month period	\$9,000

(5) To Be Announced	Marketing Coordinator	Annual salary of \$30,000 x 10% level of effort		\$3,000
Federal Request - (enter in Section B column 1, line 6f of 424A)				\$86,998
<i>*Represents separate/distinct requested funds by cost category</i>				

Federal Request - Justification for Contracts
<i>1. Certified trainers are necessary to carry out the purpose of the statewide Consumer Network by providing recovery and wellness training, preparing consumer leaders statewide, and educating the public on mental health recovery.</i>
<i>2. Client treatment services to be provided are based on organizational history of expenses.</i>
<i>3. The Case Manager is vital to providing client services related to the program and leading to success outcomes.</i>
<i>4. The Evaluator is an experienced individual (PhD level) with expertise in substance abuse, research and evaluation, is knowledgeable about the population of focus, and will be responsible for all data collection and reporting.</i>
<i>5. The Marketing Coordinator will develop a plan for public education and outreach efforts to engage clients in the community about recipient activities; and provide presentations at public meetings and community events to stakeholders, community civic organizations, churches, agencies, family groups and schools.</i>

G. OTHER		
FEDERAL REQUEST - Narrative for Other		
Item	Rate	Cost
(1) Rent *	\$15/sq. ft. x 700 sq. feet	\$10,500
(2) Telephone	\$100/mo. X 12 mo.	\$1,200
(3) Client Incentives	\$10/client follow-up x 278 clients	\$2,780
(4) Brochures	.89/brochure x 1500 brochures	\$1,335
Federal Request - (enter in Section B column 1, line 6h of 424A)		\$15,815
Federal Request - Justification for Other		

1. Costs related to office space are typically included in the indirect cost rate agreement. However, if other rental costs for service site(s) are necessary for the project, they may be requested as a direct charge. The rent is calculated by square footage of FTE and reflects SAMHSA's fair share of the space. *If rent is requested (direct or indirect), provide the name of the owner(s) of the space/facility. Additionally, the lease and floor plan (including common areas are required for all projects allocating rent costs.

2. The monthly telephone costs reflect the percent of effort for the personnel listed in this application for the project only.

3. The \$10 incentive is needed to meet program goals in order to encourage attendance and follow-up with 278 clients.

4. Brochures will be used at various community functions, such as health fairs and exhibits.

H. INDIRECT COST RATE

Indirect Cost Rate

Calculation (1)	Indirect Cost Charged to the Award (2)
Organization's Indirect Cost Rate of 10% (10% of personnel & fringe - .10 x \$68,409)	\$6,841
Federal Request - (enter in Section B column 1, line 6j of 424A)	\$6,841

Provide the total proposed project period and federal funding as follows:

Proposed Project Period:

a. Start Date:

b. End Date:

BUDGET SUMMARY (should include future years and projected total)

Category	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5
Personnel	\$ 52,765	\$ -	\$ -	\$ -	\$ -
Fringe	\$ 15,645	\$ -	\$ -	\$ -	\$ -
Travel	\$ 2,444	\$ -	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies	\$ 3,796	\$ -	\$ -	\$ -	\$ -
Contractual	\$ 86,998	\$ -	\$ -	\$ -	\$ -
Other	\$ 15,815	\$ -	\$ -	\$ -	\$ -
Total Direct Charges	\$ 177,463	\$ -	\$ -	\$ -	\$ -
Indirect Charges	\$ 6,841	\$ -	\$ -	\$ -	\$ -

Total Project Costs	\$ 184,304	\$ -	\$ -	\$ -	\$ -
----------------------------	-----------------------	-----------------	-----------------	-----------------	-----------------

Total Personnel Costs	\$ 52,765
Total Fringe Costs	\$ 15,645
Total Travel Costs	\$ 2,444
Total Equipment Costs	\$ -
Total Supplies Costs	\$ 3,796
Total Contractual Costs	\$ 86,998
Total Other Costs	\$ 15,815
Total Direct Charges Costs	\$ 177,463
Total Indirect Charges Costs	\$ 6,841

Total Project Costs	\$ 184,304
Total Yr. 1	\$ 184,304
Total Yr. 2	\$ -
Total Yr. 3	\$ -
Total Yr. 4	\$ -
Total Yr. 5	\$ -

Attachment VI

Department of Behavioral Health ADVANCE PAYMENT REQUEST FORM		
I. GRANTEE AND GRANT IDENTIFICATION		
Organization/Applicant Name:		
RFA No.:		
RFA Title:		
II. FUNDING AWARD & ADVANCE		
Total Award: \$	Advance Requested: \$ <small>(Amount allowed is the lesser of 25% of award or \$100,000.)</small>	Percent of Total Award: ()%
1. An applicant responding to a RFA shall identify in the application the need for an advance payment and acknowledge that, if selected, provide the information requested as part of the advance payment request. 2. The advanced funds shall be spent by the awarded grantee within the same DC Government fiscal year during which the advance is made. 3. Only one advance payment can be made per grant each fiscal year. If the awarded requests a second advance for a subsequent fiscal year, each advance shall be reviewed for approval. 4. The use of an advance payment shall be consistent with all terms and conditions of the grant.		
III. ADVANCE PAYMENT SPENDING PLAN/TIMELINE NARRATIVE If attached separately, it must be signed by the representatives identified in section V of this form.		
IV. TERMS AND CONDITIONS		
The applicant must submit a statement of need for the specified amount of advance payment (please attach and sign).		
The applicant must submit documentation of the use of advanced funds (invoices, receipts, payroll documentation, etc.) to the DBH grant project director and/or fiscal monitor before the end of the grant performance period, or sooner, if explicitly requested by the DBH grant project director. The approved awardee must use the advanced funds in accordance with all the terms and conditions of the grant award.		
Identify the type of documentation that will be submitted to verify the use of the advance funds, as required by the RFA:		
<input type="checkbox"/> Receipts <input type="checkbox"/> Paid invoices <input type="checkbox"/> General ledger accounts <input type="checkbox"/> Cancelled checks <input type="checkbox"/> Other _____		
The DBH grant project director will withhold the final reimbursement payment equal to the amount advanced or up to 25% of the grant award (whichever is higher) until documentation supporting use of the advance payment is received from the grantee.		
V. SIGNATURES OF AUTHORITY		
I certify that I am the <u>Executive Director</u> of the applicant organization and am authorized to submit this Advance Payment Request on behalf of the applicant.		
Signature:	Date:	
Print Name:	Title:	
I certify that I am the <u>Chairperson of the Board of Directors</u> of the applicant organization and am authorized to submit this Advance Payment Request on behalf of the applicant.		
Signature:	Date:	
Print Name:	Title:	
VI. THIS SECTION IS FOR DBH APPROVAL ONLY		
Notification of need for the advance payment was included in the original application <input type="checkbox"/> Yes <input type="checkbox"/> No		
Approved Advanced Amount: \$		
Project Director Approval Signature:	Print Name:	Date:
Deputy Director Approval Signature:	Print Name:	Date:
Initial the checkbox below to acknowledge advanced payment approval.		
<input type="checkbox"/> Grants Management Division	Print Name:	Date:
<input type="checkbox"/> Administrative Services Manager	Print Name:	Date:
<input type="checkbox"/> Office of the Chief Financial Officer	Print Name:	Date:



Department of Behavioral Health Receipt

RFA Title: DC Opioid Response (DCOR) Faith-Based Recovery Month Grant

RFA No. RM0 DCOR080819

ATTACH TWO (2) COPIES OF THIS RECEIPT TO THE OUTSIDE OF THE "ORIGINAL" SEALED ENVELOPE

THE DC DEPARTMENT OF BEHAVIORAL HEALTH IS IN RECEIPT OF:

CONTACT NAME

ORGANIZATION NAME

ADDRESS, CITY, STATE, ZIP CODE

PROJECT NAME

BUDGET AMOUNT

DBH USE ONLY:

Please Indicate Time: _____

ORIGINAL and _____ COPIES

RECEIVED ON THIS DATE _____ / _____ / 2019

Received By: _____



APPENDIX A - APPLICANT/GRANTEE GENERAL TERMS & CONDITIONS

Grantee Name: _____ Grant No. _____

Table of Contents

This Document.....	36
Order of Precedence	
Documents Incorporated by Reference	
Award Authorization	37
Communications with DBH.....	38
Communication of a Material Change.....	38
Compliance as a Continuing Condition of Eligibility.....	38
Grant Award Contingent on Available Funding.....	38
Grant Match: Projection and Documentation.....	39
Bonding Requirements	39
Grant Period	39
Payment	39
Fund Disbursement.....	40
Unethical Conduct	40
Contracts, Subcontracts, or Sub-Grants.....	41
Modifications of the Grant, including Extensions and Increases	42
Staffing Plan.....	42
Client Records.....	43
Facilities Controlled By the Grantee	43
Entry onto a Project Site.....	44
Grant Purchases, including Equipment.....	44
Major and Unusual Incident (MUI/UI) Reporting	44
Termination	45
Termination for Force Majeure or Cause	45
Transition Plan for Continuity of Services	46
Unspent Funds.....	47
Accounting and Audits.....	47
Document Retention	47
 Reporting Requirements	 48
Performance Standards and Quality Assurance.....	49
Performance Monitoring.....	49
RFA # RMO DCOR080819	39

Grant Fiscal Performance Review and Corrective Action Plan	50
Program Close-out.....	50
Public Notification of Funding	50
Attribution Policy.....	50
Rights in Data and Other Information	51
Indemnification	51
Waiver/Exception Requests	51
Insurance.....	52
Requests for Reconsideration of Certain DBH Decisions.....	53
The Request for Reconsideration.....	
Department Response	
Effect of the Award.....	

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, subgrant or subaward whose fund source and authorization requires Grantor (DBH) and the Recipient to be in compliance with local and federal terms of Agreement and statutes for issuing and administering a subaward. 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 Department of Behavioral Health to a Grantee organization.**

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. Office of Management and Budget 2 CFR 200;
2. The Authorizing Statute for grant-making and funding as stated on the Notice of Grant Award (re: CFDA# and FAIN, if applicable);
3. 45 CFR Part 75, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards*;
4. District of Columbia Budget Support Act by the most current, applicable Fiscal Year;
5. Department of Behavioral Health Establishment Act (D.C. Code § 7-1141.01 et seq.).
6. Title 22A, D.C. Municipal Regulation, Chapter 44
7. District of Columbia City-Wide Grants Manual;
8. DBH Requests for Applications under which, if applicable, the Grantee was awarded;
9. The Grantee’s approved work plan and budget
10. The Grantee application in response to the DBH RFA under which the program has been funded

Documents Incorporated by Reference

The following documents are hereby incorporated by reference and made part of this Grantee Agreement:

1. The Notice of Grant Award and all subsequent amendments and addenda issued by the authorizing entity;
2. DBH Standard Terms of Agreement;
3. DBH Request for Application (RFA) under which this award has been issued, inclusive of all RFA addenda and amendments issued by DBH;
4. The Grantee application and all submissions, including all standard forms, assurances and certifications, and other supporting documents contained in the application;
5. The Grantee’s work plan and any amendments approved by the applicable DBH Administration;

6. The Grantee's budget and any amendments approved by the applicable DBH Administration;
7. Office of Management and Budget Circular 2 CFR 200;
8. District of Columbia Grant Administration Act of 2015;
9. The District of Columbia City-Wide Grants Manual and Sourcebook; and
10. Grantee submissions that present as appendices or attachments to the application or award as follows:
 - a. Scope of Work – including a schedule of deliverables, narrative descriptions of services and targets;
 - b. Approved Work Plans, Performance Plan, Quality Management/Quality Improvement Plans;
 - c. Approved Budget Tables and Narrative Justifications, including standard DBH forms for Budget, Cost Allocation, Source of Fund/Use and Match;
 - d. Staffing Plan
 - e. Fund disbursement plans and schedules
 - f. Reporting schedules
 - g. Special program provisions

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. The start and end dates for the award shall be the Project Period Start Date indicated on the fully executed NOGA, unless amended by the Department of Behavioral Health.
3. 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 instrument.
4. DBH shall issue a Notice of Grant Award for each budget period, subject to satisfactory performance of the Grantee, Grantee eligibility and the availability of funding.
5. The Project Period, Budget Period and allocations of funding in each period shall be outlined in the Notice of Grant Award (NOGA). The fund source (e.g. federal or local funds administered by DBH) will also be stated in the NOGA.
6. 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 Grant Administrator/delegate. Options 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. Grantee shall submit an overall budget, including a detailed line item budget for each service area and shall operate programs in accordance with a budget approved by the grant administrator/ delegate prior to the issuance of a Notice of Grant Award.
8. This 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. This 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; and (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 shall not utilize grant funds to supplant other funds, deliberately reducing or reallocating other grantee organizational funds due to the existence of funding available for this award.

Communications with DBH

1. Communications shall be directed to DBH offices, or DBH staff, as the RFA or 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 both orally and thereafter in writing, when a material condition of the Application or performance of the grant has changed. Examples may include, but are not limited to, the following:

- The loss of a staff member proposed as a principal;
- The lack of funds to pay bills incurred for the grant's activities;
- The expenditure of granted funds for non-granted activities, materials, or supplies; Change in the Applicant's governance; or
- The Grantee's insurance coverage has been reduced, or 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 RFA and NOGA during the Grant 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 RFA 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.

Grant Period

The period of this Grant shall begin on the date on which DBH notifies the Applicant of the complete execution and DBH approval of the award of the Grant ("begin date"), typically given through a NOGA. On and after the begin date, DBH's terms and other documents, including the terms of the RFA and the documents it incorporates, apply to the Applicant as "Grantee".

The period of the Grant shall end on the date stated in the Grant award, unless previously modified by DBH in writing ("end date").

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 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.
5. The Grantee must keep backup documentation, to show:
 - a. For Grantee AND any Grantee contractor or sub-grantee:
 - i. For labor: the official books and records information showing employee name, title, hours worked that are charged to this 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.
6. 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.
7. 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, when stated and allowed in the RFA.
8. 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 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 Appendix D – Fund Disbursement Plan and Schedule.

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.
- 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 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).

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, 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. Grantee will submit for approval any Requests for Proposal or Requests for Applications before released.
4. Grantee will submit for approval the unsolicited grant submission process before it is announced.
5. 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 RFA and NOGA.
6. Establish and follow a system for monitoring sub-awardee performance that includes elements required by the RFA, the grant award, and this Appendix, and report the results of the monitoring in performance reports required by the RFA and/or the grant award.
7. Establish and maintain an accounting system that ensures compliance with the maximum funding limitation established in the grant award 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.

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 grant period.
2. If DBH notifies the Grantee that a funding increase or an extension of the grant period is available, the Grantee must apply for the increase or extension in writing according to the terms of the DBH notification.
3. If the grantee wishes to apply for a no-cost extension, DBH requires the request 60 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

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

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 and Grantee action with respect to allegations and date and reason if the employee is terminated 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, conflict of interest and policies and procedures to be adhered to under the terms of the grant Agreement.
6. The Grantee must notify the Project Director in the instance that there is a change in staffing or operations management of the organization and 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.

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 HIPAA, 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 for the purpose of reviewing and /or copying of said reports.

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. With respect to such a facility, the Grantee shall identify an emergency site facility to finish the activities of the grant 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, or trash pick-up, shall be provided by the Grantee.

Entry onto a Project Site

The Grantee shall provide the District with access to the project site and to books and records for the funded project. The Grantee also shall secure from the relevant property owners permission in writing for DBH or 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 \$5,000 per unit, if applicable

1. The Grantee shall not purchase with grant funds equipment or supplies exceeding \$5,000 per unit cost ("Big Grant Purchase") without DBH's 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 for good cause.
4. Within sixty (60) days of execution of the award, provide the Grant Administrator with an inventory of all equipment and supplies with a purchase price not exceeding \$5,000 (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 grant period, whichever occurs first.
 7. All equipment and products purchased above \$5,000 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 report by telephone or email each unusual incident involving or affecting the Application or the Grantee's performance of the Grant award to the person identified as the Grant Administrator within 24 hours of the incident or its learning of the incident. The initial report may be oral or in writing (typically by e-mail). The Grantee shall also communicate a full description of the unusual incident in writing within five (5) days after the initial report. Faxes are not acceptable and prohibited by DBH Policy 480.1A, 5b(6).

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: 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 Grant Administrator intervention.

The Grantee shall comply with DBH Policy 480.1A, Reporting Major Unusual Incidents and Unusual Incidents, and any succeeding policy, for reporting major and unusual incidents to the Department of Behavioral Health.

Termination

The Grant, and the offer of the Grant, shall be subject to DBH's termination:

1. At any time, in whole or in part, for the convenience of the Government should DBH determine that such termination is in the best interest of the public or the Government;
2. Immediately for:
 - a. Lack of funding;
 - b. Failure of Grantee to follow District or applicable federal law, including statutes, rules, and regulations;
 - c. Failure of the Grantee to carry out DBH's ordered grant corrective action plan;
 - d. An ethics violation involving the grant, pursuant to ethical standards in the most recent version of the Districts Ethics Manual, published by the District's Board of

- Ethics and Accountability (bega.dc.gov), as of the date that the Grant Award Notice was sent, or violation of any ethics law or regulation; or
- e. Fraud, waste or abuse.

Termination for Force Majeure or Cause

1. For *force majeure* DBH may terminate the grant and Grantee may seek certain reimbursement, as described in this section.
2. For cause DBH may terminate the grant, but the Grantee may not receive the reimbursement allowed for termination on the basis of *force majeure*.
3. Cause and *force majeure* defined:
 - a. Cause is a basis for DBH's termination of the grant, when DBH determines that the Grantee has:
 - i. Failed to achieved the intended outputs within the time frame that has been approved;
 - ii. Performed incompetently; or
 - iii. Performed recklessly.
 - b. *Force majeure* is a condition or occurrence which provides a valid excuse for failure to perform within the time frame of the grant, an unexpected and disruptive event which DBH determines could not have reasonably been anticipated or controlled, and includes:
 - i. Timely applying for a government permit or approval but not timely receiving same from the government agency;
 - ii. A change in applicable law;
 - iii. An unforeseen weather event;
 - iv. Organized labor strike or slowdown; and
 - v. Refusal of a necessary third party to approve, agree or participate following the Grantee's reasonable attempts to secure the same.
4. The Grantee may not invoke *force majeure* as an excuse for poor planning, failure to accommodate foreseeable delays by suppliers, or the Grantee's failure to manage its own resources.
5. For *force majeure*, the Grantee may seek reimbursement for otherwise-reimbursable expenditures incurred up to the date of termination, as well as reasonable costs incurred for demobilization.

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 Grant Administrator, 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 Administrative Unit 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 health care for those 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 those identified 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 that the client is being transferred to;
 - 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.
 - a. If federal funds have been included in the DBH Grant to the Grantee, and the Grantee spends over the following amounts of federal funds, from all sources, the Grantee, shall obtain an independent audit of program expenditures in accordance with the new federal rules:

- i. Grantee's fiscal year that started after 12/26/14, for an aggregate of federal funds spent of \$750,000 or more (including this grant) in its own fiscal year, the Grantee shall obtain an independent audit of program expenditures in accordance with 2 CFR 200 Subpart F.
 - ii. In any event, the Grantee of federal funds shall comply with all applicable federal regulations contained in 2 CFR 200.
 - iii. A copy of the audit findings and the audit report shall be submitted to the Grant Administrator no later than 30 days from the issuance of the audit findings.
- 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 the procedures in Title 22A, D.C. Municipal Regulation, Chapter 44. , Document Retention
- 1. For three (3) years after the final DBH payment of the Grant, or the end of the District fiscal year in which the Grant ends, whichever is later, the Grantee must maintain complete documentation of the Grant activities, including financial records and other documents supporting accounting entries. Upon DBH's request, the Grantee must be able to produce for review the documentation, including for DBH audit or, if applicable, federal audit.
- 2. The Grantee must be able to produce these materials for review, permit review of them, and respond promptly to questions regarding them, upon DBH's or an auditor's request.
- 3. 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.
- 4. The Grantee shall secure the agreement to the provisions of this section in writing from a person subject to an audit requirement in this Appendix.

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 Grant Administrator.
- 2. Required reports which discuss grant activities for the preceding quarter will be due on each of the following dates:
 - a. Quarter 1 (January – March): April 15
 - b. Quarter 2 (April – June): July 15
 - c. Quarter 3 (July – September): October 15
 - d. Quarter 4 (October – December): January 15

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 Grant Administrator/delegates.

4. Narrative Report – 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 Grant Administrator 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 a
 - ix. Request for technical assistance, if any.

Performance Monitoring

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. Conduct within thirty (30) days of the signing of the NOGA/Grant Agreement, a risk/capacity-assessment to establish a monitoring plan for the Grantee in accordance with requirements, procedures and tools approved by DBH, DC Municipal regulations and standards outlines in the City-Wide Grants Manual. The results of this review shall be shared by the Grant Administrator or designee.
2. Monitor the performance of the Grantee in the implementation of the funded program in accordance with the terms of the NOGA/Grant Agreement and the approved monitoring plan.
3. Assign a staff person to monitor the project. The Project Monitor 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.
4. Assess the Grantee's performance with respect to the number of people services, quality of services delivered, and the Grantee's ability to deliver services according to the deadlines established in the agreement.
5. Monitor performance by identifying the extend and any instance where the Grantee falls 25% behind (during any one month) in client or service units in which they were contracted to provide. Once the deficiency is identified, DBH will develop, in collaboration with the Grantee, a corrective action plan to correct the program deficiencies.

6. Conduct an evaluation of program effectiveness for each service-area based on criteria approved by the Grant Administrator or his/her designee.
7. Prepare and deliver to the Grantee a Performance Rating for the budget period and the total funding period in a format approved by DBH Office of the Director, Grants Management Office.

Grant Fiscal Performance Review and Corrective Action Plan

After eight (8) weeks of the Grantee's grant performance, DBH may perform a complete grant fiscal compliance review to determine patterns and rates of expenditures.

1. If DBH identifies deficiencies, DBH may require that the Grantee undertake a grant corrective action plan to improve and correct fiscal problems. Grant remediation may include:
 - a. Repayment of Grant funds;
 - b. Reduction in the Grant award; and
 - c. Reallocation of Grant funds.

Program Close-out

1. The Grantee shall submit to the Project Director, a final Programmatic Report within thirty (30) days of the termination of the grant.
2. The Grantee shall submit to the Project Director, a final Expenditure Report within thirty (30) days of the termination of the grant, providing a year-end accounting of expenditures for the grant. This 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.

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.
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 public business.
3. The clearly visible DBH logo/symbol with attribution statement at all functions and events sponsored by the Grantee.



“This program is funded wholly by the Government of the District of Columbia, Department of Behavioral Health.”

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 the guidelines stated in the Agreement.

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 Grant Administrator. 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 agrees to 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 Grant Administrator.
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 Grants an exception or revision to the terms stated herein.

Insurance

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

1. During the term of the grant, all organizations will be required to obtain and keep in force insurance coverage as listed below and must provide in writing the name of all its insurance carriers and the type of insurance provided:
 - a. Commercial General Liability Insurance: one million dollars (\$1,000,000) limit per occurrence, and two million dollars (\$2,000,000) aggregate, with the District added as additional insured;
 - b. Automobile Liability Insurance: one million dollars (\$1,000,000) per occurrence combined single unit;
 - c. Workers' Compensation Insurance according to the statutes of the District of Columbia, including Employer's Liability of at least:
 - i. One hundred thousand dollars (\$100,000) per accident for injury;
 - ii. Five hundred thousand dollars (\$500,000) per employee for disease; and
 - iii. Five hundred thousand dollars (\$500,000) policy limit for disease;
 - d. Umbrella/Excess Liability Insurance: two million dollars (\$2,000,000) limit per occurrence; and
 - e. Professional Liability Insurance: two million dollars (\$2,000,000) limit per claim;
 - f. When District property is used or a District facility is used, crime insurance (third party indemnity) to cover the dishonest acts of employees of the Grantee, its contractors, and sub-grantees that result in loss to the District; and
 - g. Sexual/Physical Abuse and Molestation insurance if minors are involved in the services provided, and no other policy covers the matter, in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate, with the District as an additional insured.
2. For each project conducted on federal property, in addition to the coverages, in paragraph "a." of this section:
 - a. The Grantee and its sub-grantees must procure public and employee liability insurance from responsible companies with a minimum limitation to be the greater of:
 - i. One million dollars (\$1,000,000) per person for any one claim, and an aggregate limit of three million dollars (\$3,000,000) for any number of claims arising from any one incident; or
 - ii. The minimum required by law, if any;
 - b. The United States of America must be named as an additional insured on each such policy;

- c. Each such policy shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles thereunder; and
 - d. Each such policy shall be obtained by the insured, be for the account of the insured, and be at the insured's sole risk.
- 3. The insurance policies obtained by the Grantee shall:
 - a. Be written with a company licensed: (a) by the state in which the Grantee's principal offices are located and qualified to write insurance policies in the District of Columbia; or (b) by the District of Columbia;
 - b. Provide for at least thirty (30) days' written notice to DBH prior to their termination or material alteration; and
 - c. Be financially responsible, with either an A.M. Best Company financial strength and financial size category rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher.
- 4. 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.
- 5. 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
- 6. The Grantee may submit a Certificate of Insurance giving evidence of the required coverage either before or after the date of the NOGA, but DBH must receive it before DBH makes a payment of Grant funds.
- 7. 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 the Department decides to award a grant to a successful applicant, it will notify in writing each applicant whose application was not selected for award. At the Department's discretion this notification may include a statement regarding eligibility, a reviewer's evaluation and comments, or a summary. It will not identify

a reviewer or provide the contacts of an application. Written notification may be made electronically, typically by e-mail.

- b. If an unsuccessful applicant wishes to better understand the decision, the applicant may ask DBH's Grants Management Office for further information. The Department may meet with the applicant, explain the decision, and may provide reviewer evaluation, comment, or a summary.
- c. An unsuccessful applicant may only ask DBH to reconsider the decision based on a material error in the determination of eligibility.
- d. If an unsuccessful applicant wishes DBH to reconsider the decision, the applicant must file a "Request for Reconsideration" in writing within seven (7) days of the date of the Department's notification. The filing should be addressed to the Department Director.
- e. A written request may be made electronically, typically by e-mail to the published e-mail address for the grant competition. DBH encourages electronic communication.
- f. A Request for Reconsideration must include a concise statement of the reason(s) for the request, and include all of the documentation and other evidence supporting the request.
- g. A request must identify the reasons for reconsideration and provide supporting evidence, or it will be denied.

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 (7) days, except the Director may extend that time, and will notify the requestor in writing of an extension/
- 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) days after a grant's announcement, or (ii) upon affirmation of a grant after considering a request for reconsideration, an award of the grant constitute final Department action on the grant.

Sign:

Date:

NAME: INSERT NAME

TITLE: INSERT TITLE

AGENCY NAME:



APPENDIX B - APPLICANT / GRANTEE ASSURANCES, CERTIFICATIONS & DISCLOSURES

Grantee Name: _____ **Grant No.** _____

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.

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; (attach)
- 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;
- 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; and
- 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.

B. Federal 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.);
- Drug Free Workplace Act of 1988, Pub. L. 100-690, November 18, 1988, 102 Stat. 4304 (21 U.S.C. 20)
- Assurance of Nondiscrimination and Equal Opportunity, found in 29 CFR 34.20;
- District of Columbia Human Rights Act of 1977 (D.C. Official Code § 2-1401.01 et seq.);
- Title VI of the Civil Rights Act of 1964;
- District of Columbia Language Access Act of 2004, DC Law 15 - 414 (D.C. Official Code § 2-1931 et seq.);
- Lobbying Disclosure Act of 1995, Pub. L. 104-65, Dec 19, 1995; 109 Stat. 693, (31 U.S.C. 1352); and
- 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 Grant Administrator within 24 hours of the change in status. A duly authorized representative must sign the disclosure certification.

Applicant/Grantee Mandatory Disclosures

<ul style="list-style-type: none"> Per OMB 2 CFR §200.501– any recipient that expends \$750,000 or more in federal funds within the recipient’s last fiscal, must have an annual audit conducted by a third – party. In the Applicant/Grantee’s last fiscal year, were you required to conduct a third-party audit? 	<input type="checkbox"/> YES <input type="checkbox"/> NO
<ul style="list-style-type: none"> 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).)? 	<input type="checkbox"/> YES <input type="checkbox"/> NO
<ul style="list-style-type: none"> 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).)? 	<input type="checkbox"/> YES <input type="checkbox"/> NO
<ul style="list-style-type: none"> Executive Compensation: For an award issued at \$25,000 or above, do Applicant/Grantee’s top five executives receive more than eighty (80) percent of their annual gross revenues from the federal government, Applicant/Grantee’s revenues are greater than \$25 million dollars annually AND compensation information is not already available through reporting to the Security and Exchange Commission. <p><i>If No, the Applicant, if funded shall provide the names and salaries of the top five executives, per the requirements of the Federal Funding Accountability and Transparency Act – P.L. 109-282.</i></p>	<input type="checkbox"/> YES <input type="checkbox"/> NO
<ul style="list-style-type: none"> 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? _____ 	<input type="checkbox"/> YES <input type="checkbox"/> NO
<ul style="list-style-type: none"> 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. 	<input type="checkbox"/> YES <input type="checkbox"/> NO

ACCEPTANCE OF ASSURANCES, CERTIFICATIONS AND DISCLOSURES

I am authorized to submit this application for funding and if considered for funding by DBH, to negotiate and accept terms of Agreement on behalf of the Applicant/Grantee organization; and

I have read and accept the terms, requirements and conditions outlined in all sections of the RFA, and understand that the acceptance will be incorporated by reference into any agreements with the Department of Behavioral Health, if funded; and

I, as the authorized representative of the Grantee organization, certify that to the best of my knowledge the information disclosed in the Table: Mandatory Disclosures is accurate and true as of the date of the submission of the application for funding or at the time of issuance of award, whichever is the latter.

Sign:

Date:

NAME: INSERT NAME

TITLE: INSERT TITLE

AGENCY NAME:



APPENDIX C - APPLICANTS/GRANTEES ETHICS AND ACCOUNTABILITY STATEMENT

Grantee Name: _____ **Grant No.** _____

As the duly authorized officer of _____ (“Applicant/Grantee”) with a business address of _____, as an applicant/grantee for funds administered by the District of Columbia Department of Behavioral Health (“DBH”), I hereby swear and attest as follows, under the penalty of perjury:

- 1) That the Applicant/Grantee has conducted reasonable due diligence to answer this form correctly,

AND

- 2) That on the basis of this due diligence, the Applicant/Grantee has not made a contribution or solicitation within the timeframes described below, for contribution to any of the covered recipients, 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).):

“(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 of a grant;

“(C) A political committee affiliated with a District candidate or elected District official described in subparagraphs (A) and (B) of this paragraph;

“(D) 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; or

“(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;

“(E) A political party; or

“(F) An entity or organization:

“(i) That a candidate or elected District official described in subparagraphs (A) and (B) of this paragraph, or a member of his or her immediate family, controls; or

“(ii) In which a candidate or elected District official described in subparagraphs (A) and (B) of this paragraph has an ownership interest of 10 % or more.”

- 3) Pursuant to D.C. Official Code §1-328.15(d), a person who has made a contribution or solicitation for contribution to a covered entity described above is ineligible to receive a grant over \$100,000 for the following time periods:

"(d) (1) For contributions made to persons described under D.C. Official Code § 1-328.11(3)(A), (B), or (C), a person is ineligible to receive a grant under this part beginning on the date the contribution or solicitation for contribution was made and continuing for one 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.

"(2) For contributions made to persons described under D.C. Official Code § 1-328.11, a person is ineligible to receive a grant under this part beginning on the date the contribution or solicitation for contribution was made and continuing for 18 months after that date."

[] If the Applicant/Grantee cannot affirm this statement, the authorized representative must check this box.

Signature of Authorized Applicant/Grantee Representative

Date

Name:

Title:

Address:

Telephone:

Email:



APPENDIX D - DEPARTMENT OF BEHAVIORAL HEALTH (DBH) FEDERAL ASSURANCES

Applicant/ Grantee hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB 2 CFR Part 200; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements -28 CFR, Part 66, Common Rule that govern the application, acceptance and use of Federal funds for this federally-assisted project.

Also, the Applicant/ Grantee assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of The Grantee's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of The Grantee to act in connection with the application and to provide such additional information as may be required.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et. seq.).
3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act, if applicable.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the sponsoring agency of the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal-sponsoring agency concerning special requirements of Law, program requirements, and other administrative requirements.
7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18. Administrative Review Procedure; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
9. It will comply, and all its contractors will comply with; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title III of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Age Discrimination Act of 1975.
10. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, U.S. Department of Justice.

11. In addition to the above, the Grantee shall comply with all the applicable District and Federal statutes and regulations as may be amended from time to time including, but not necessarily limited to:

- a. The Hatch Act, 53 Stat. 1147, 5 U.S.C. § 7221 *et seq.*
- b. The Fair Labor Standards Act, Chap. 676, 52 Stat. 1060, 29 U.S.C. § 201 *et seq.*
- c. The Clean Air Act (Sub-grants over \$100,000) 42 USC § 7401 *et seq.*
- d. 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.*
- e. The Hobbs Act (Anti-Corruption) 18 U.S.C. §§ 371, 1951.
- f. Equal Pay Act of 1963, Pub. L. 88-38, June 10, 1963, 77 Stat. 56, 29 U.S.C. § 201,
- g. Age Discrimination in Employment Act, 29 U.S.C. § 621 *et seq.*
- h. Immigration Reform and Control Act of 1986, Pub. L. 99-603, Nov 6, 1986, 100 Stat. 3359, 8 U.S.C. § 1101.
- i. Executive Order 12459 (Debarment, Suspension and Exclusion).
- j. Medical Leave Act of 1993, Pub. L. 103-3, Feb. 5, 1993, 107 Stat. 6, 5 U.S.C. 6381 *et seq.*
- k. Lobbying Disclosure Act, Pub. L. 104-65, Dec. 19, 1995, 109 Stat. 693, 31 U.S.C. 1352.
- l. Drug Free Workplace Act of 1988, Pub. L. 100-690, 102 Stat. 4304 (21 U.S.C. 20 *et seq.*
- m. Assurance of Nondiscrimination and Equal Opportunity as found in 29 CFR 34.20.
- n. District of Columbia Human Rights Act of 1977, D.C. Code § 2-1401.01 *et seq.*
- o. District of Columbia Language Access Act of 2004, DC Law 15 – 414, D.C. Code § 2-1931 *et seq.*

As the duly authorized representative of the Applicant/ Grantee, I hereby certify that the Applicant/ Grantee will comply with the above certifications.

Applicant/ Grantee Name

City _____ State _____ Zip Code _____
Street Address

Project Name

Applicant/ Grantee IRS/Vendor Number
Signature:

Name and Title of Authorized Representative

Date



APPENDIX E – DBH Certifications Regarding Lobbying, Debarment and Suspension, Exclusions, Other Responsibility Matters, and Requirements for a Drug-Free Workplace

Applicant/ Grantee should refer to the regulations cited below to determine the certification to which they are required to attest. Grantees should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact.

1. Lobbying

As required by Section 1352, Title 31 of the U.S. Code and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the Grantee certifies that:

- A. No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant cooperative agreement;
- B. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -III, "Disclosure of Lobbying Activities," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including sub grants, contracts under grants and cooperative agreements, and subcontracts and that all sub recipients shall certify and disclose accordingly.

2. Debarment and Suspension, Exclusions, and Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510.

The Grantee certifies that it and its, principals, has:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public Federal, State, or local transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (2)(B) of this certification; and
- D. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
- E. Where the Grantee is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
- F. Ensure on an ongoing basis that no individual is excluded from participation in a federal health care program as found on the Department of Health and Human Services *List of Excluded Individuals/Entities* (<http://exclusions.oig.hhs.gov/>). The entity further should not be included on the D.C. Excluded Parties List (<https://ocp.dc.gov/page/excluded-parties-list>).
- G. Further, the applicant shall disclose in a written statement, the truth of which is sworn or attested to by the applicant, whether the applicant, any of its officers, partners, principals, members, or key employees within the last three (3) years prior to the date of the application has been:
 - a. indicted or had charges brought against them (if still pending) and/or been convicted of (a) any crime or offense arising directly or indirectly from the conduct of the applicant's organization or (b) any crime or offense involving financial misconduct or fraud, or
 - b. been the subject of legal proceedings arising directly from the provision of services by the organization. If the response is in the affirmative, the applicant shall fully describe any such indictments, charges, convictions, or legal proceedings (and the status and disposition thereof) and surrounding circumstances in writing and provide documentation of the circumstances.

3. Drug-Free Workplace (Awardees Other Than Individuals)

As required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F. for Awardees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620, the Grantee certifies that it will or will continue to provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an on-going drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The Grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 5. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (A);
Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee would---Abide by the terms of the statement;
 - 6. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

7. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph 3 (B) (8) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: the **Grant Administrator** identified in the grant agreement, and the **Director – Department of Behavioral Health at 64 New York Avenue, NE, Washington DC 20002**. Notice shall include the identification number(s) of each affected grant;
8. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (3)(B)(8),(9), with respect to any employee who is so convicted

 - a. Taking appropriate personnel action against such an employee, up to and incising termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
 - c. Making a good faith effort to continue to maintain a drug-free workplace.
9. The Grantee may insert in the space provided below the sites for the performance of work done in connection with the specific grant:
 - a. Place of Performance (Street address, city, county, state, zip code)
 - b. Drug-Free Workplace Requirements (Awardees who are Individuals)
10. As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for Awardees as defined at 28 CFR Part 67; Sections 67.615 and 67.620-
 - a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
 - b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:
 1. The Grant Administrator identified in the Grant Agreement; and;
 2. D.C. Department of Behavioral Health, 64 New York Avenue, NE. Washington, DC 20002. (Attn: Director- Department of Behavioral Health.

As the duly authorized representative of the Applicant/ Grantee, I hereby certify that the Applicant/ Grantee will comply with the above certifications.

 Applicant/Grantee Name

 City _____ State _____ Zip Code _____
 Street Address

Project Name

Applicant/ Grantee IRS/Vendor Number

Signature:

Name and Title of Authorized Representative

Date

APPENDIX F - APPLICANT/GRANTEE TAX CERTIFICATION AFFIDAVIT

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