



Notice of Grant Award

Standard Terms and Conditions

A Notice of Grant Award (NOGA) is issued by the District of Columbia Department of Health (DC Health or Grantor) under the condition that the terms herein have been accepted by the Grantee's authorized representative and the NOGA executed by authorized representatives of the DC Health. Incorporated by reference are approved Grantee applications for funding, scopes of work, approved budgets, work plans and spending plans.

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TERMS AND CONDITIONS OF AWARD

This document sets forth the standard terms and conditions (Terms and Conditions) for an award (Award or Grant Award) issued by DC Health as a grant, subgrant or subaward (individually or collectively, “Grant”) whose fund source and authorization requires DC Health and the grantee, subgrantee or subawardee (individually or collectively, “Grantee”) to be in compliance with District and federal laws, regulations and administrative issuances for issuing and administering a Grant. The Terms and Conditions apply to both competitive and non-competitive awards in new or continuation status. Administrative units within DC Health may apply additional terms and conditions of award or waive certain terms and conditions stated herein based on the requirements of the funding, funding authorization or District and federal laws, regulations and administrative issuances for specific programs or types of services (see section VII of the issued NOGA, if applicable). Any reference herein to “this Agreement” or “the Agreement” applies to a fully executed NOGA issued by DC Health to a Grantee.

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A. Award Authorization

1. The Grantee shall not start any activity, expend grant funds or receive reimbursement for expenditures unless there is a fully executed NOGA in place.
2. The start and end dates for the NOGA shall be the project period of performance (Project Period) indicated on the fully executed NOGA, unless amended by the DC Health.
3. The NOGA terms shall apply to competitive and non-competitive new and continuation awards for the entire Project Period stated in the fully executed NOGA. The Project Period shall be comprised of defined budget periods (Budget Period or Budget Periods) within the Project Period. Each Budget Period shall be for a specific period of time, with defined spending limits, scopes of work, activity targets and assignment of a fund source.
4. The Grantee agrees to be responsive to DC Health personnel assigned as the Grant Administrator or as designated by the Grant Administrator (collectively, "Grant Administrator") in all communications, submission requests, reporting and corrective actions. The Grant Administrators may be assigned fiscal and programmatic oversight of the award, including but not limited to roles named as: Grant Monitor, Grant Supervisor, Project Officer, Program Manager and Office of Grants Management (OGM).
5. The Grantee shall provide services and conduct activities for the purpose established by the terms of the Agreement.
6. The Grantee agrees to undertake activities as outlined by the scope of work and/or schedule of deliverables in the Agreement.
7. DC Health shall issue a separate NOGA for each Budget Period, subject to satisfactory performance of the Grantee, Grantee eligibility and availability of funding.
8. The Project Period, Budget Period and allocations of funding in each Budget Period shall be outlined in the NOGA. The fund source (e.g. federal or District funds administered by DC Health) will also be stated in the NOGA.
9. The Grantee spending shall not exceed the amount stated as the maximum amount for the Budget Period or Project Period.
10. 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.
11. 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 (Approved Budget). Grantee agrees to adhere to all cost objectives and to spend Grant funds as set forth in the Approved Budget.
12. This Agreement shall be subject to appropriations and the availability of Grant funding. This Agreement shall be subject to termination at any time, in whole or in part, if adequate funds are not made available to or by DC Health or appropriated for the program in question.
13. This Agreement shall be subject to termination at any time, in whole or in part, for the convenience of the government should DC Health determine that such termination is in the best interest of the public or the government.
14. The Grantee must be eligible for funding at the time of the Award and maintain eligibility as established by the terms of this Agreement, the Request for Applications and District and federal laws, regulations and administrative issuances.
15. The Grantee shall not utilize Grant funds to supplant other Grantee funds, or deliberately reduce or reallocate other Grantee organizational funds due to a specific Grant Award.

B. Certifications, Assurances and Disclosures

Prior to signing this Agreement, the Grantee shall have and maintain on file with DC Health complete and current certifications and assurances of the following:

1. DC Health Statement of Certification
2. Federal Assurances
3. Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
4. IRS 990 Form from the most recent fiscal year
5. DC Business License
6. Financial Documents
 - a. Organizations that expend more than \$750,000 in federal funds within a fiscal year must submit their most recent audit
 - b. Organizations that are not required to have an annual audit must submit the following:
 - i. Organizational budget
 - ii. Most Recent Income Statement/Profit and Loss Statement
 - iii. Balance Sheet certified by an authorized representative of the organization
7. Certificate of Clean Hands from DC Office of Tax and Revenue dated within three months prior to the application deadline
8. List of current Board of Directors on Organization Letterhead and signed by the authorized representative
9. DC Health Disclosure Statement
10. Grantee Self-Risk Assessment
11. Ethics and Accountability Statement
12. Proof of Insurance for: general liability, auto liability, worker's compensation and cyber liability. Grantee must comply with the requirements outlined in this section. **Additional insurance coverages and/or increased limits may be required at the discretion of the Office of Risk Management (ORM) upon grant award.**
 - a. During the Term of this Agreement, Grantee shall maintain the following types of insurance and comply with the following requirements:
 - i. General Requirements. The Grantee at its sole expense shall procure and maintain, during the entire period of performance under this Agreement, the types of insurance specified below. The Grantee shall have its insurance broker or insurance company submit a Certificate of Insurance to the Grant Administrator giving evidence of the required coverage prior to commencing performance under this Agreement. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Grant Administrator. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Should the Grantee decide to engage a subcontractor for segments of the work under this Agreement, then, prior to commencement of work by the subcontractor, the Grantee shall submit in writing the name and brief description of work to be performed by the subcontractor on the Subcontractors Insurance Requirement Template provided by the Grant Administrator to the Office of Risk Management (ORM). ORM will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Grantee and the Grant Administrator. The Grantee must provide proof of the subcontractor's required insurance to prior to commencement of work by the subcontractor. If the Grantee decides to engage a

subcontractor without requesting from ORM specific insurance requirements for the subcontract, such subcontractor shall have the same insurance requirements as the Grantee.

- ii. All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.
- iii. The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Grantee and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insured, with the understanding that any affirmative obligation imposed upon the insured Grantee or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Grantee or its subcontractors and not the District of Columbia. The additional insured status under the Grantee's and its subcontractors' Commercial General Liability insurance policies shall be affected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the PMCO in writing. All of the Grantee's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an additional insured) for all claims against the additional insured arising out of the performance under the Grant by the Grantee or its subcontractors, or anyone for whom the Grantee or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.
- iv. If the Grantee and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.
 - 1) Commercial General Liability Insurance ("CGL") - The Grantee shall provide evidence satisfactory to the Grant Administrator with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the Grant Administrator in writing), covering liability for all ongoing and completed operations of the Grantee, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of or relating to the performance of Grantee and its subcontractors under the Grant and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate (including a per location or per

project aggregate limit endorsement, if applicable), \$1,000,000 personal and advertising injury, and \$2,000,000 products-completed operations aggregate.

- 2) Automobile Liability Insurance - The Grantee shall provide evidence satisfactory to the Grant Administrator of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the Grant Administrator in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Grantee, with minimum per accident limits equal to the greater of (i) the limits set forth in the Grantee's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- 3) Workers' Compensation Insurance - The Grantee shall provide evidence satisfactory to the Grant Administrator of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the Grant is performed.

Employer's Liability Insurance - The Grantee shall provide evidence satisfactory to the Grant Administrator of employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

- 4) Cyber Liability Insurance - The Grantee shall provide evidence satisfactory to the Grant Administrator of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Grantee in this Agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not be limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties and credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
- 5) Medical Professional Liability - The Grantee shall provide evidence satisfactory to the Grant Administrator of a Medical Professional Liability policy with limits of not less than \$1,000,000 each incident and \$2,000,000 in the annual aggregate. The definition of insured shall include the Grantee and all Grantee's employees and agents. The policy shall be either (1) written on an occurrence basis or (2) written on a claims-made basis. If the coverage is on a claims-made basis, Grantee hereby agrees that prior to the expiration date of Grantee's current insurance coverage, Grantee shall purchase, at Grantee's sole expense, either a replacement policy annually thereafter having a retroactive date no

later than the effective date of this Agreement or unlimited tail coverage in the above stated amounts for all claims arising out of this Agreement.

- 6) Professional Liability Insurance (Errors & Omissions) - The Grantee shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Agreement. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Grantee warrants that any applicable retroactive date precedes the date the Grantee first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
 - 7) Sexual/Physical Abuse & Molestation - The Grantee shall provide evidence satisfactory to the Grant Administrator with respect to the services performed that it carries sexual/physical abuse and molestation insurance with limits of \$1,000,000 per occurrence; \$2,000,000 aggregate. Coverage shall include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional, or mental abuse; any actual, threatened or alleged act; errors, omission or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual/physical abuse and molestation endorsement for the required amounts. So called "silent" coverage under a commercial general liability or professional liability policy will not be acceptable.
 - 8) Commercial Umbrella or Excess Liability - The Grantee shall provide evidence satisfactory to the Grant Administrator of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Grantee's umbrella or excess liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess liability policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.
- v. Primary and Noncontributory Insurance
The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.
 - vi. Duration
The Grantee shall, except as otherwise provided for herein, carry all required insurance until all Grant work is accepted by the District of Columbia and shall, except as otherwise provided herein, carry listed coverages for ten years for construction projects

following final acceptance of the work performed under the Grant and this Agreement and two years for non-construction related Grants.

vii. Liability

These are the required minimum insurance requirements established by the District of Columbia. However, the required minimum insurance requirements provided above will not in any way limit the Grantee's liability under the Grant and this Agreement.

viii. Grantee's Property

Grantee and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

ix. Measure of Payment

The District shall not make any separate measure or payment for the cost of insurance and bonds. The Grantee shall include all of the costs of insurance and bonds in the Approved Budget.

x. Notification

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

xi. Certificates of Insurance

The Grantee shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding Grant number. Evidence of insurance shall be submitted via the DC Health Enterprise Grants Management System.

The Grant Administrator may request, and the Grantee shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. A copy of the cyber policy is required. If the insurance initially obtained by the Grantee expires prior to completion of the Grant term, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the Grant Administrator prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the Grant Administrator on an annual basis as the coverage is renewed (or replaced).

xii. Disclosure of Information

The Grantee agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any

damages or claims resulting from or arising out of work performed by the Grantee, its agents, employees, servants or subcontractors in the performance of the Grant.

C. Administrative Requirements

1. Funds Control

a. Cash Management

Although the Grantee is not required to have physical segregation of cash deposits, the accounting systems of all Grantees must ensure that funds are not commingled. Grantee must account for each award separately. The Grantee is prohibited from co-mingling funds on either a program-by-program (i.e. same fund source as another NOGA) or on a project-by-project (i.e. same/similar service area) basis. Funds specifically budgeted and/or received for one project may not be used to support another.

Grantee must have a system of accounting that can ensure that Grant funds are spent in accordance with the Grant Agreement and at minimum can identify fund sources, programmatic obligations, unobligated balances, assets, expenditures, program income and interest. Where the Grantee's accounting system cannot comply with this requirement, the Grantee shall establish a system to provide adequate fund accountability for the Grant.

Grantee must have a system to track service delivery, client interactions, and programmatic activities to ensure that programmatic activities are attributed to the appropriate source of funds. Grantee is prohibited from reporting the same grant activities or outcomes to multiple programs or grantors.

b. Time and Effort Certification

Grantees are expected to charge their personnel time (Salary & Fringe) commensurate with the committed effort expended on all activities they perform. Grantee must have a system to monitor and certify staff time per fund source and budget allocation after each pay period to ensure no staff time exceeds 100% across all budgeted fund sources and staff activities align with proportion of funding budgeted for the activities. Supporting documentation shall include personnel activity reports, calendars and schedules, meeting notes and time sheets.

2. Budget and Work Plan

- a. The Grantee shall submit to DC Health for review and approval a detailed work plan (Work Plan), overall budget, and detailed line item budget for the Grant.
- b. Standard DC Health work plan and budget forms must be utilized by the Grantee in accordance with instructions provided by the Grant Administrator.
- c. Required Spending Plans, Use/Sources of Funds and Match Schedules (if applicable) for this award shall include:
 - i. Cost Allocation Plan—the Grantee shall submit a cost allocation plan to DC Health for review and approval, providing information on all sources of funds used to support any line item in the proposed budget for any service area. DC Health recommends that grantees create a single cost allocation plan that includes all line items for all DC Health-funded grants and agreements.
 - ii. Summary of Funding Sources—the Grantee shall submit a summary of funding sources in a format prescribed by DC Health.
- d. Indirect Cost Calculation –

- i. When applying an indirect cost rate (IDCR) to a budget funded with local D.C. appropriated funds, DC Health will honor a federally negotiated IDCR agreement or an IDCR agreement made within the past two years with another D.C. Government agency. Where there is no negotiated IDCR, DC Health will offer a rate of 10% applied to all direct costs, per the requirements of the D.C. Non-Profit Fair Compensation Act of 2020 (link: <https://lims.dccouncil.us/Legislation/B23-0107>);
 - ii. When applying an IDCR to a budget funded with federal funds, DC Health will honor a federally negotiated IDCR agreement. Where there is no federally negotiated IDCR or defined administrative cost cap for federally-funded grant, DC Health will offer a de minimus rate of 10% applied to the modified total direct costs (MTDC) of the grant in lieu of a negotiated rate. This is per the OMB Uniform Administrative Guidance in 2 CFR 200.414 (Link: <https://www.govinfo.gov/content/pkg/CFR-2018-title2-vol1/pdf/CFR-2018-title2-vol1-sec200-414.pdf>). Specifically, 10% can be calculated against “all direct salaries, applicable fringe benefits, materials and supplies, services, grant-related travel and up to the first \$25,000 or each subaward, regardless of the period of performance of the subawards under the award.” MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. This method shall be applied consistently for the life of the award or until the Grantee has obtained a federally-negotiated IDCR agreement and requested in writing to the Grant Administrator a revised IDCR.
- e. DC Health shall reserve the right to approve or deny requests for modifications of the Work Plan and Approved Budget within the first quarter of the Budget Period for this award. The Grantee shall not modify, revise or alter the Work Plan or Approved Budget without prior approval of the Grant Administrator and in accordance with the procedures assigned by the Grant Administrator.
 - f. Grantee must implement the program in accordance with requirements set forth in the Approved Budget, Work Plan and Application.

3. Staffing Plan

- a. Upon signing the Agreement, the Grantee shall have and maintain on file with DC Health an approved staffing plan (Staffing Plan). Any revision or alteration of the Staffing Plan must have prior approval by the Grant Administrator.
- b. Should the Grantee director be unable to perform per the assignments outlined in the Staffing Plan and be removed by Grantee’s Board of Directors, Grantee shall submit to the Grant Administrator for review the successor director. DC Health reserves the right to approve or disapprove the successor director.

4. Sexual Harassment and Human Trafficking Policies

- a. Sexual Harassment
 - i. Grantee acknowledges that as a District of Columbia grantee, it is subject to Mayor’s Order 2017-313, Sexual Harassment Policy, Guidance and Procedures.
 - ii. Grantee shall maintain its own sexual harassment policy.
- b. Human Trafficking
 - i. Grantee and its subcontractors shall maintain a zero-tolerance policy toward human trafficking. The policy must also include a reporting structure to which any identified cases of human trafficking or forced labor are brought to the attention of the appropriate authorities. Grantee is subject to the provisions of D.C. Law 18-239, the

5. Language Access

- a. Grantee and any subcontractors who perform services pursuant to this Grant during the Grant Period shall comply with D.C. Law 15-167, the Language Access Act of 2004, effective June 19, 2004 (D.C. Official Code § 2-1931 et seq.).
- b. Definitions—the following definitions shall apply to this section.
 - i. “Limited English Proficiency or No-English proficiency” (herein “LEP/NEP”) means the inability to adequately understand or to express oneself in the spoken or written English language.
 - ii. “Oral Language Services” means the provision of oral information necessary to enable LEP/NEP residents to access or participate in programs or services offered by Grantee pursuant to the Grant. The term, “Oral Language Services” shall include placement of bilingual staff in public contact positions, the provision of experienced and trained staff interpreters; contracting with telephone interpreter programs; contracting with private interpreter services; and/or using interpreters made available through community service organizations that are publicly funded for that purpose.
 - iii. “Vital Documents” means applications, notices, complaint forms, legal contracts, and outreach materials published by Grantee in a tangible format that inform individuals about their rights or eligibility requirements for benefits and participation.
- c. Grantee shall provide Oral Language Services to any LEP/NEP individuals seeking services provided pursuant to this Grant.
- d. Grantee shall provide written translations of Vital Documents into any non-English language spoken by a LEP/NEP population that constitutes 3% or 500 individuals, whichever is less, of the total population served or encountered, or likely to be encountered, by the Grantee.

6. Client Records

- a. If there are no client services provided under the Grant, the terms of this section do not apply.
- b. The Grantee shall establish and maintain a protocol for client records management. This protocol shall be available to the Grant Administrator on request.
- c. The Grantee shall provide the Grant Administrator and other authorized representatives of DC Health access to program evaluators, quality assurance specialists, data management analysts and clinical records as may be necessary for monitoring purposes. For purposes of confidentiality and security, records should be kept in a locked file controlled by appropriate Grantee staff.
- d. The Grantee shall retain all records for at least three (3) years following closeout of the Grant.
- e. DC Health reserves the right to remove client records from the Grantee’s location or property.
- f. Rights in Data
 - i. Grantee may not utilize any or all of the data collected pursuant to the Grant for any purpose not specifically related to performance under the Grant without the express written consent of DC Health, which consent shall not unreasonably be withheld, delayed or conditioned.
 - ii. Applicable federal and District policies and federal regulations shall govern any research involving the use of human subjects. If applicable, the Grantee agrees to review any research activities involving human subjects by a designated Institutional Review Board (IRB) and to continue annual monitoring to assure compliance with requirements for the protection of human subjects.
- g. Data Use and Confidentiality of Information: Grantee shall, and shall cause its contractors, subcontractors and agents to protect the privacy and confidentiality of any personally identifiable information (PII) or protected health information (PHI) consistent with the “Data-

Sharing and Information Coordination Amendment Act of 2010,” effective December 4, 2010 (D.C. Law 18-273; D.C. Official Code § 7-241 *et seq.*), the Privacy Act of 1974, effective September 27, 1975 (5 U.S.C. § 552a) (Privacy Act) and, to the extent applicable, standards promulgated pursuant to Title II of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) ([42 USC 1320d et seq.](#)) (HIPAA), and other applicable laws, regulations, and policies.

E. Reporting Requirements

1. The Grantee shall develop a plan and schedule for the provision of data collection, narrative and statistical reporting for activities funded under the Grant. Additional requirements for data collection, narrative reporting, performance specific to a given service program may be provided by the Grant Administrator.
2. Data Collection—The Grantee shall obtain and maintain all hardware, software and training necessary to collect and report all required client (if applicable), service and program data. Data shall be collected and submitted in formats and timelines provided by or approved by the Grant Administrator.
3. Narrative Report—Grantee will provide a brief narrative programmatic report monthly, unless otherwise scheduled at different intervals by the Grant Administrator, for each service program supported under the Grant using formats and timelines provided by or approved by the Grant Administrator 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 wait list 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 of time for any client currently on the wait list;
 - v. A discussion of the reasons for any significant under or over expenditure of funds relative to the Approved Budget for any line item, along with a plan to address the under or over expenditure;
 - vi. Progress toward implementation of any corrective action plan;
 - vii. A summary of quality assurance measures conducted on the delivery of services;
 - viii. Updated contact information for each staff person supported by the Grant, including name, title, mailing address, e-mail address and telephone number, if changed from the last report submitted; and
 - ix. Request for technical assistance, if any.

F. Fund Disbursement

1. Grantee shall be paid by reimbursement-based disbursements. All reimbursement requests shall be submitted to DC Health via the Electronic Grants Management System (EGMS) or the assigned submission route for approval. Once the reimbursement request has been reviewed and approved, the Grantee will receive a Payment Authorization Notice (PAN). Grantee must then submit an invoice through the [DC Vendor Portal](#) utilizing the approved payment details in the PAN to request payment. All Grantees must be registered to the Portal prior to invoice submission.

2. Reimbursement requests must be submitted monthly in EGMS by the 15th of the month following the end of the previous billing period. For example, the October 1 – October 31 billing period reimbursement request is due on November 15. The Grant Administrator may, on a case-by-case basis, adjust the reimbursement requests to a quarterly schedule to meet programmatic and operational needs.
3. Reimbursements are the standard method of disbursement. Advance disbursements are discretionary and are only approved by DC Health on a case-by-case basis. A request and justification for an advance disbursement must be submitted to the Grant Administrator at least 30 days in advance of the date requested for the advance disbursement.

In the event of an advance disbursement, the Grantee shall account for and reimburse the District Government any interest earned on advance disbursements no later than twenty (20) business days from the end of each DC Government Fiscal Year (September 30) and no later than thirty (30) business days after the expiration of the Grant. All payments shall be made by check or money order made payable to the “DC Treasurer.”

4. DC Health reserves the right to withhold any disbursement if the Grantee is found in non-compliance with the NOGA or the Grant Agreement and fails to correct any deficiencies within a reasonable time frame as solely determined by DC Health. DC Health shall determine the extent of the disbursement to be withheld in its sole discretion.
5. The Grantee shall submit expenditure reports and requests for disbursement in accordance with the terms and options outlined in the NOGA.
6. The sum of all monies paid to the Grantee pursuant to the Grant Award shall not exceed the total amount of the Grant.

G. Unusual Incidents

The Grantee shall report Unusual Incidents by telephone, fax or email to the Grant Administrator within twenty-four (24) hours of the event, and in writing within five (5) days after the event. An “Unusual Incident” is an event that affects staff (District employees or Grantee’s staff), contactors, or clients that is significantly different from the regular routine or established procedures and that may require Grant Administrator intervention. 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; hacking or cyber-attacks; requests for information from the press, attorneys, or government officials outside of DC Health; or client behavior(s) requiring attention of staff not usually involved in their care.

H. Staffing

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, including job descriptions, applications for employment, licensing or certification criteria, descriptions of duties, hours of work, salary ranges and performance evaluation criteria are maintained in individual personnel records for staff assigned to the Grant.
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 personnel materials shall be made available to the Grant Administrator upon request.

5. The Grantee shall provide orientation sessions for staff members with respect to 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 Grants Administrator within three (3) business days in the instance that there is a change in staffing or operations management.
7. The Grantee shall seek prior approval by the Grant Administrator of any changes in staffing plans or job descriptions for staff assigned to the Grant.

I. Facilities

1. Regulations—The Grantee's facilities used during the performance of the Grant shall meet all applicable federal, state, and District laws and regulations for their intended use throughout the duration of the Grant. The Grantee shall maintain all required permits and licenses for the facilities. The Grantee's failure to do so shall constitute a failure to perform the Grant and shall constitute an Event of Default.
2. Emergency Back Up Site—The Grantee shall assure that an emergency site has been identified should the primary site become unavailable for use as a result of unforeseen circumstances.
3. Access for Persons with Disabilities—All facilities offered for the provision of services under the Grant shall be accessible to persons with mobility limitations, consistent with the Rehabilitation of the Handicapped Act, P.L. 95-602 (Section 504), and the Americans with Disabilities Act, P.L. 101-336, as appropriate.
4. Maintenance—All supplies and services routinely needed for maintenance and operation of the facility, such as security, janitorial services, or trash pick-up, shall be provided by the Grantee.

J. Equipment

With any equipment and supplies purchased with Grant funds, the Grantee shall:

1. Annually provide the Grant Administrator with an inventory of all equipment and supplies with a purchase price exceeding \$5,000 (per item) purchased with Grant funds, with the initial inventory provided within 60 days of Grant Award.
2. Maintain an inventory of such equipment and supplies showing: (a) purchase price; (b) Grant number; (c) name of item; (d) manufacturer's name; (e) serial number (if possible); (f) acquisition document reference; (g) guarantee or warranty lapse date; (h) location; (i) unit price; (j) additional costs (if any) for transportation, installation, and taxes (each as a separate item).
3. Agree that the District shall have the right to inspect and reclaim all or part of such equipment and supplies upon expiration of the Grant.
4. Agree that equipment and supplies with a value of \$5,000 or more purchased with Grant funds shall, to the extent practicable, be made in the United States of America.

K. Procurement & Subcontracting

1. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. Grantee will not execute any sole source procurement over \$10,000 without the approval of the Grant Administrator.
2. If the Grantee cannot perform all work under a District-funded Grant and has to subcontract for services, the Grantee shall contract with Certified Business Enterprises (CBEs) certified pursuant to the Small and Certified Business Enterprise Development Assistance Act of 2014, as amended (D.C. Law 20-108; D.C. Official Code 2-218.01 et seq. for 35% of the value of the work (excluding funds spent with other non-profit organizations and other excluded costs pre-approved by Grantor in its sole discretion). Generally, costs that may be excluded by Grantor in its sole discretion include services for which there are no CBE companies to provide said services. The Grantee must provide a written request for prior approval of excludable costs. A searchable list of CBEs can be found at www.dslbd.dc.gov. If the Grantee

subcontracts a portion of the Grant and fails to achieve this requirement, the Grantor may impose a fine not to exceed 25% of the total amount that should have been procured with CBEs as determined by the Grantor in its sole discretion or the amount of the shortfall between the amount that should have been expended with CBEs and the actual amount expended with CBEs, whichever is greater. In addition, failure to adhere to the requirement could result in the Grantee being prohibited from entering future grant agreements with the Grantor.

L. **Media and Attribution**

1. **Public Notification of Funding** - When issuing statements, press releases, request for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal funds, all Grantees shall clearly state the following:
 - a. The percentage of the total costs of the program or project which will be financed with federal funds;
 - b. The dollar amount of federal funds for the project or program; and
 - c. The percentage and dollar amount of the total costs of the project or program that will be financed by non-government sources.
2. **Media Notifications** - Before issuing a statement or press release to media outlets describing projects or programs funded in whole or in part with federal funds, all Grantees shall submit to the Grant Administrator for review and approval prior to final release.
3. **Attribution Policy** - All Grantees developing communications materials are required to identify their affiliation with DC Health in all materials for programs and services funded by DC Health. Communications materials are any type of message/messaging developed and disseminated across various contexts, cultures, channels and media. Communication materials include but are not limited to newsletters, publications, brochures, event advisories and other related materials. The attribution shall include, but is not limited to:
 - a. The incorporation of the current approved DC Health logo with attribution statement on newsletters, brochures, public service announcements, media publications, and all other forms of advertisement;
 - b. The clearly visible DC Health logo with attribution statement at all functions and events sponsored by the Grantee; possible language includes but is not limited to:
 - i. This event is sponsored by DC Health
 - ii. This program is funded by DC Health
 - iii. This service is funded by DC Health
 - iv. This is a joint partnership with DC Health
 - v. This program is administered by DC Health
 - c. The clearly visible display of the DC Health logo transparency at each Grantee's office, on its doors, near the entrances to all business offices, in reception areas, or in other places of public business (i.e. mobile units) to identify DC Health as a principal funder, unless display of said logo would prevent client participation in Grantee services or programs. The Grant Administrator must be notified if the DC Health logo display would prevent client participation in Grantee services or programs.
 - d. All Grantees are required to submit all communications materials to their Grant Administrator prior to final production, printing and dissemination through traditional and non-traditional media outlets or any other media mechanism. This includes sending the proof, mock-up, copy and edited versions

of flyers, posters, brochures, newsletters, and other printed media; story boards and or/scripts for paid and public service advertising (radio or TV); videos, questionnaires, surveys, and web-based platforms. All communication materials bearing the DC Health logo must meet the branding guidelines as outlined in the DC Health Style Guide.

- i. DC Health reserves the right to disallow all payments relative to developed materials if the Grantee is found in non-compliance with the guidelines.
- ii. Neither DC Health 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. Notwithstanding the foregoing, each party may disclose the existence of this Agreement and acknowledge the other party's participation in the Grant in scholarly publications, in listings of sponsored research projects, and for other academic purposes.

M. Risk Assessment and Performance Monitoring

1. DC Health shall:
 - a. Conduct within 30 days of the signing of this Agreement, a risk/capacity-assessment in order to establish a monitoring plan for the Grantee in accordance with requirements, procedures and tools approved by DC Health and standards outlined in the District Grants Manual. The results of this review shall be shared by the Grant Administrator with the Grantee.
 - b. Monitor the performance of the Grantee in the implementation of the Grant in accordance with the terms of this Agreement and the approved monitoring plan.
 - c. Assign staff persons to monitor the Grant. The Grant Administrator shall review all programmatic reports, conduct programmatic site visits/inspections, and hold periodic conferences with the Grantee to assess the Grantee's performance in meeting the requirements of this Agreement.
2. The Grant Administrator shall:
 - a. Review all written policies and procedures applicable to the Grant, review all financial reports, conduct administrative site visits/inspections, and hold periodic conferences with the Grantee to assess the Grantee's performance in meeting the requirements of the Grant and this Agreement.
 - b. Assess the Grantee's performance with respect to the number of people served, quality of the services delivered, and the Grantee's ability to deliver services according to the deadlines established in the Agreement.
 - c. Conduct an evaluation of program effectiveness for each service-area based on criteria approved by the Grant Administrator.

N. Performance Standards and Quality Assurance

1. The Grantee shall implement a program to monitor and evaluate Grant performance. At a minimum, the quality assurance program shall include a review of the appropriateness, quality and timeliness of the delivery of services under the Grant.
2. The Grantee shall, as directed by the Grant Administrator, implement policies and procedures to evaluate the accuracy of data collection and reporting activities in accordance with protocols established by DC Health and federal grant program's administrative requirements for grantees, pass-through entities and sub-grantees.
3. The Grantee shall participate in the evaluation of the Grant performance by appropriate DC Health staff and/or external evaluators contracted by DC Health. These activities may include, but are not limited to, site visits, client surveys, unit cost analyses, program/fiscal assessments, or other data collection activities.

4. The Grantee shall provide DC Health with a copy of all rules and regulations governing its Client Complaint Resolution Process.

O. Accounting and Audits

1. The Grantee shall maintain an accounting system that conforms to generally accept accounting principles and that allows for 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 DC Health and/or its representative(s).
3. At any time or times before final payment and three (3) years thereafter, the DC Health may have the Grantee's expenditure statements audited. Disallowance and repayments shall be subject to the provisions of the federal or District fund sources and regulations governing cost principles and audit.
4. The Grantee shall provide a copy of its independent audit conducted in accordance with 2 CFR 200.
5. Any questioned costs stated in the audit report or other DC Health reviewer shall be subject to repayment by the Grantee.
6. The Grantee shall make available to DC Health single audit finding reports issued for the Grantee's prior fiscal year, plus any related corrective action plans, status reports and audit close-out letters issued by federal grantor agencies. The documents referenced herein shall be related to findings for DC Health-awards issued as pass-through funding from federal sources, or for any federal assistance provided directly to the Grantee.

P. Program Closeout

1. Budget Period Closeout
 - a. Grantee shall submit to the Grant Administrator final progress reports and reimbursement requests no later than 30 days after a Budget Period end date.
 - b. Grantee will have a performance rating conducted by the grant monitor and project officer within 45 days after the Budget Period end date. Grantee is entitled to request the performance rating.
2. Fiscal Year Closeout
 - a. The Grantee shall in the month of August provide DC Health with a projected spending amount and for the month of September and projection of balance remaining in order to allow for accrual of funds by DC Health at the close of District of Columbia's fiscal year (FY) on September 30.
 - b. DC Health reserves the right to request an invoice and support documentation (e.g. timesheets, receipts) for September billing prior to the scheduled deadline for submission in order to project FY overages or underspending and to determine adjustments needed (e.g. increases or decreases) to the current FY's purchase order and NOGA.
3. Project Period Closeout
 - a. The Grantee shall submit to the Grant Administrator, a final Programmatic Report no later than 30 days after expiration of the Grant. The Grant Administrator shall determine if additional requirements specific to the Grant shall require the submission of additional reports and data.
 - b. The Grantee shall submit to the Grant Administrator a final Financial Report within 30 days after the termination/end of the Grant, providing an accounting of expenditures under the Grant. This report must include:
 - i. All costs paid by the Grantee in support of the activities of the Grant.
 - ii. A summary of the cumulative obligation and disbursement of funds to subcontractors and subgrantees.

- iii. A financial statement from each subcontractor and subgrantee identifying funds received and expended for each category of service.
- c. If applicable, the Grantee must return any equipment to DC Health purchased through the Grant per the instructions provided by the Grant Administrator within 60 days of the expiration of the Grant.

Q. Termination

1. Termination for Non-appropriation of Funds

If funds are not appropriated by the District of Columbia Council or otherwise made available to DC Health to support continuation of the Grant during any District fiscal year succeeding the first fiscal year, this Agreement shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Grantee may not recover any anticipatory profits or costs incurred after termination. No requirement in this Agreement shall cause the District, DC Health or the Grantee to be in violation of the District or Federal Anti-Deficiency Acts.

2. Termination for Cause

If DC Health, in its sole discretion, finds that the Grantee is in noncompliance with the requirements of the NOGA, DC Health may terminate this Agreement upon five (5) business days prior written notice and may withhold further services or payment of grant funds. Noncompliance includes, but is not limited to, failure by the Grantee to maintain requirements for eligibility or discovery that the Grantee used grant funds for unauthorized activities, has failed to complete approved activities in a timely manner, has failed to provide reports, has failed to comply with applicable regulations or lacks the capacity to carry out the purpose of the grant program. Failure to terminate this Agreement for noncompliance in one instance does not constitute a waiver to terminate this Agreement for any other instance of noncompliance.

3. Termination for Default

If the Grantee does not fulfill its obligations under this Agreement or violates any provision of this Agreement, the Grantor may terminate this Agreement at any time by giving the Grantee ten (10) business days' prior written notice of termination. Failure to immediately terminate this Agreement upon breach does not constitute a waiver of the right to terminate this Agreement.

Any failure by the Grantee or its agents to comply with any of the terms and conditions of this Agreement, as such failure is determined in the sole discretion of the Grantor, shall constitute a default under this Agreement.

In the event of a default, the Grantor may provide to the Grantee written notice of the default, along with a demand to cure by a date established in the Grantor's sole discretion, but in no event less than ten (10) business days. If the default is not cured or remedied according to the time limit established in the notice and demand, the Grantee shall return to the Grantor any remaining grant funds in the possession of the Grantee. The Grantor may exercise any other legal or equitable remedies available to the Grantor.

No delay or omission of the Grantor or the District to exercise any right, power, or remedy accruing upon an event of default shall impair any such right, power, or remedy or shall be construed to be a waiver of, or acquiescence to, any such default.

4. Termination for Convenience

DC Health may terminate this Agreement, in whole or in part, without showing cause, upon thirty (30) days prior written notice to the Grantee specifying the effective date of the termination.

5. Return of Materials/Funding upon Termination or Conclusion

Upon termination or conclusion of this Agreement, Grantee shall immediately return to DC Health: any unused Grant funds provided by DC Health along with a full accounting of the total grant funds spent

during the period of this Agreement; all non-expendable property and equipment purchased with Grant funds for proper disposition in accordance with useful life standards; and all DC Health sponsored program signage and banners

6. Termination Liability

The Grantee shall reimburse DC Health for all costs incurred by the DC Health for the Grantee's loss of, damage to or failure to promptly return all non-expendable property, equipment, signage, banners, and other property and materials upon termination.

R. Transition for Continuity of Services - If the Grant either expires or is terminated, and DC Health determines that it is necessary to continue to provide the services after the Grant expires or is terminated:

1. The Grantee shall cooperate with both the Grant Administrator and any successor Grantee to enable an efficient transition of services to another provider.
2. The Grantee shall develop and make available for review by DC Health a Transition Plan within forty-five (45) days after the signing of this Agreement by the Grantee. Failure to provide this Plan will be deemed as an Event of Default and could result in the termination of the Grant.
3. In the event that the Grantee is de-funded for a successive grant period or should cessation of services occur for any reason, the Grantee shall update and implement the Transition Plan to ensure the appropriate referral of clients, if applicable, to other providers.
4. An acceptable Transition Plan shall include but not be limited to the following:
 - a. The identity of DC Health approved providers and or resources to ensure continued services for those clients who receive services funded by the Grant;
 - b. A contingency plan with those identified providers specifically stating what services will be provided; and
 - c. If applicable, procedures for transfer of client services to include: notification to the client; contact information of the receiving provider that the client is being transferred to; effective date of transfer; case summary reports to receiving provider; methods to ensure continuity of client care, treatment and support services; and transfer of client files in accordance with federal and District of Columbia laws and regulations related to privacy and confidentiality of client records.

S. Documents Incorporated by Reference

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

1. The NOGA and all subsequent amendments and addenda issued by DC Health
2. DC Health Request for Application (RFA) under which this Award has been issued, inclusive of all RFA addenda and amendments issued by DC Health;
3. The Grantee application and all submissions, including all standard forms, assurances and certifications, and other supporting documents contained in the application.
4. The Grantee's Work Plan and any amendments approved by DC Health.
5. The Grantee's Approved Budget and any amendments approved by DC Health.
6. 2 CFR 200.332
7. District of Columbia Grant Administration Act of 2015 (D.C. Official Code § 1-328.01 et seq.)
8. Mayor's Order 2022-021: Re-Establishment of the Mayor's Office on Volunteerism and Partnerships (Serve DC)

9. Grantee 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 DC Health 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
10. Reserved

T. 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. The NOGA and any corresponding amendments; approved Work Plans and Approved Budgets
2. The application submitted by the Grantee
3. Request for Applications
4. DC Health Standard Terms and Conditions
5. The authorizing statute for grant-making and funding as stated in the NOGA (re: CFDA# and FAIN, if applicable)
6. District of Columbia Grants Manual
7. OMB Uniform Administrative Guidance 2 CFR 200
8. DC Health Policy and Procedures for RFA and NOGA Issuance and revisions
9. DC Health Requests for Applications under which, if applicable, the Grant was awarded
10. The Grantee's approved Work Plan and Approved Budget
11. The Grantee's application in response to the DC Health RFA under which the Grantee has been funded

U. Indemnification Clause

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 officers, employees, agents, invitees, subgrantees or subcontractors in the performance of the Grant.

V. Waiver/Exception Requests

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

W. Limitations

The Agreement constitutes the entire understanding and agreement between the Parties and incorporates and supersedes any previous agreements or negotiations, whether oral or written.

Nothing herein shall be construed to create an employer-employee relationship between DC Health and the Grantee. This Agreement shall extend to and be binding upon the Grantee, its successors and assignees and all persons claiming under or through the Grantee.

X. Agreement Governance

The Parties agree to mediate any dispute arising out of this Agreement or the Grant. The Superior Court of the District of Columbia shall have jurisdiction over this Agreement.

Y. Representatives and Warranties

The representations and warranties made herein shall survive the acceptance of these Terms and Conditions and any investigation made by, or on behalf of, DC Health at any time.

Z. Non-Discrimination

In the provision of goods or services associated with the Grant, the Grantee shall not discriminate or allow discrimination, on the basis of actual or perceived race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, genetic information, disability, matriculation, political affiliation, source of income, status of victim of an intra-family offense, or place of residence or business. In addition, the Grantee shall not engage in or allow harassment based on any of the above categories nor engage in any other activity that would be prohibited by the District of Columbia Human Rights Act of 1977, effective December 13, 1977 (D.C. Law 2-28; D.C. Official Code §2-1201.01 et seq.).

AA. Freedom of Information Act Notice

The District of Columbia Freedom of Information Act of 1976, effective March 25, 1977 (D.C. Law 1-96; D.C. Official Code §2-531 et seq.) (“FOIA”) provides that “any person has a right to inspect, and at his or her discretion, to copy any public record except as expressly exempt by the Act.” A “public record” has been defined by section 2(13) of the District of Columbia Public Record Management Act of 1985, effective September 5, 1985 (D.C. Law 6-19; D.C. Official Code §2-1701(13)) as “any document, book, photographic image, electronic data recording, paper, sound recording, or other material regardless of physical form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District.”

Grantee acknowledges that all information and documentation submitted to the District pursuant to this Agreement is subject to public disclosure in response to a Freedom of Information Act request. The District shall have no liability related to such disclosure.

BB. Anti-Deficiency Requirement

Notwithstanding any other provisions of these Terms and Conditions, including but not limited to provisions pertaining to funding or the Grant amount, are and shall remain subject to the fourth sentence of section 446 of the Home Rule Act, D.C. Official Code §1-204.46, the federal Anti-Deficiency Act, 31 U.S.C. §1341 et seq. and the District Anti-Deficiency Act, D.C. Official Code §47-355.01 et seq. No provision contained in these Terms and Conditions shall be construed as a multi-year financial obligation to the Grantee on the part of the Grantor or the District.

CC. Severability

In the event that any provision of these Terms and Conditions is held to be unenforceable by a court of competent jurisdiction, all remaining provisions of these Terms and Conditions shall be valid, binding, and enforceable against the Parties.