

# DOH SUBGRANT STANDARD TERMS AND CONDITIONS

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A Notice of Grant Award (NOGA) is issued by DOH under the condition that the terms herein have been accepted by the Grantee's authorized representative and the Grant Agreement executed by the Director of the Department of Health. These terms are binding if accepted by the Grantee.



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## TERMS AND CONDITIONS OF AWARD

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This document outlines standard terms and conditions for any award issued by the District of Columbia Department of Health as a grant, subgrant or subaward whose fund source and authorization requires Grantor (DOH) 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 DOH 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 Health to a Grantee organization.

### **A. Award Authorization**

1. The Grantee shall not start any activity or expend funds or request reimbursement for expenditures unless there is a fully executed Agreement and purchase order issued by DOH 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 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. DOH 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 DOH) will also be stated in the NOGA.
6. The total obligation by DOH 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 adequate funds are not made available by DOH or appropriated by DOH for the program in question.

9. This Agreement shall be subject to termination at any time, in whole or in part, for the convenience of the government should DOH determine that such termination is in the best interest of the public or the government.
10. 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 requirements (local and/or federal).
11. 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.

**B. Administrative Requirements**

1. **Certifications, Assurances and Disclosures:** Prior to signing this Agreement, the Grantee shall have and maintain on file with DOH complete and current certifications and assurances of the following:
  - a) DOH Statement of Certification
  - b) Federal Assurances
  - c) Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
  - d) Proof of Insurance for: commercial general liability, professional liability, comprehensive automobile and worker's compensation.
  - e) Certificate of Occupancy
  - f) 501 c 3 Certification
  - g) DC Business License
  - h) Most recent audits and financial statements
  - i) Certificate of Good Standing from DC Office of Tax and Revenue
  - j) List of current Board of Directors on Agency Letterhead and signed by the authorized representative
  - k) DOH Disclosure Statement

**2. Funds Control**

The Grantee shall establish a system of accounting that ensures that funds awarded under the Notice of Grant Award are not co-mingled with other fund sources. 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. Where the Grantee's accounting system cannot comply with this requirement, the Grantee shall establish a system to provide adequate fund accountability for the funded project.

**3. Budget and Work Plan**

- a) The Grantee shall submit to DOH for review and approval a detailed work plan, overall budget, and detailed line item budget for each service area funded under this Agreement.

- b) Standard DOH work plan and budget forms must be utilized by the Grantee in accordance with instructions provided by the Grant Administrator or his/her agents.
- 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 to DOH for review and approval a cost allocation plan, providing information on all sources of funds used to support any line item in the proposed budget for any service area. DOH recommends that agencies create a single cost allocation plan that includes all line items for all DOH-funded grants and contracts.
  - II. Summary of Funding Sources –the Grantee shall submit to DOH a summary of funding sources in a format prescribed by DOH.
- d)
- e) DOH shall reserve the right to approve or deny requests for modifications of the Work Plan and Budget within the first quarter of the budget period for this award. The Grantee shall not modify, revise or alter the work plan or budget without prior approval of the Grant Administrator and in accordance with the procedures assigned by the Grant Administrator.

#### 4. **Staffing Plan**

Upon signing the Agreement, the Grantee shall have and maintain on file with DOH 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 Grant Administrator or his/her designee.

5. **Client Records** (If there are no client services provided under the terms of Agreement, the terms in Section B.5 do not apply) -
- a) The Grantee shall establish and maintain a protocol for client records management. This protocol shall be available to the grant monitor on request.
  - b) The Grantee shall provide the Grant Administrator, and other authorized representatives of the DOH 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.
  - c) The Grantee shall retain all records for at least three (3) years following closeout of the grant.
  - d) 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.
  - e) DOH 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.

**C. 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 terms of the Grant Agreement. 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/delegates.
3. Narrative Report - Grantee will provide a brief monthly 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 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 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 toward 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 the Agreement, including name, title, mailing address, e-mail address and telephone number.
    - ix. Request for technical assistance, if any.

**D. Fund Disbursement**

1. DOH reserves the right to withhold any payment if the Grantee is found in non-compliance with the DOH Notice of Grant Award or the Grant Agreement, and fails to correct any deficiencies within a reasonable time frame as determined by DOH. DOH 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".

3. The Grantee shall submit expenditure reports and requests for payment in accordance with the terms and options outlined in the grant agreement, Appendix D – Fund Disbursement Plan and Schedule.

**E. Unusual Incidents**

The Grantee shall report unusual incidents by fax, telephone or electronic mail 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, which is significantly different from the regular routine or established procedures. 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 DOH; 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.

**F. Standard Operating Requirements**

**1. Staffing:**

- a) 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.
- b) The Grantee shall ensure that adequate, competent and trained personnel are provided to oversee the implementation of the activities supported by the grant.
- c) The Grantee shall ensure that personnel records, including 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.
- d) 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 Grant Administrator upon request.
- e) The Grantee shall provide orientation session 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.
- f) The Grantee must notify the DOH Grants Administrator in the instance that there is a change in staffing or operations management of the organization and the project funded under the Agreement.
- g) The Grantee shall seek approval of any changes in staffing plans or job descriptions for staff assigned to the grant.

**2. Facilities**

- a) Regulations - The Grantee's facilities used during the performance of the Agreement shall meet all applicable federal, state, and local regulations for their intended use throughout the duration of the 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 constitute an Event of Default.
- b) Emergency Back Up Site - The Grantee shall assure that an emergency site facility has been identified should the primary facility become unavailable for use as a result of a catastrophic event.
- c) Handicapped Access - All facilities offered for the provision of services under the Agreement 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, which are incorporated by reference.
- d) 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

### **3. Insurance**

During the Term of this Agreement, Grantee shall maintain the following types of insurance and comply with the following requirements:

- a) General Requirements. Grantee shall procure and maintain, during the entire period of the Agreement, the types of insurance specified below. Grantee shall have its insurance broker or insurance company submit to the District certificates of insurance and copies of the declarations pages evidencing all of the required coverage prior to performance under this Agreement. 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 (if applicable) and have an A.M. Best Company rating of A-VIII or higher. Grantee shall require all of its sub-grantees (if applicable) and agents to carry the same insurance required herein. The Grantee shall ensure that all policies provide that DOH shall be given thirty (30) days prior written notice in the event the stated limit in the declaration page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on declarations pages. Grantee shall provide the District with ten (10) days prior written notice in the event of non-payment of premium. All insurance provided by the Grantee as required by this section, except comprehensive automobile liability and workman's compensation insurance, shall set forth the District of Columbia as an additional insured.
- b) Commercial General Liability Insurance. Grantee shall provide evidence satisfactory to DOH with respect to the services performed that it carries the following commercial general liability insurance: \$1,000,000 per occurrence limits and \$2,000,000 aggregate; Bodily Injury and Property Damage (including but not limited to Premises-operations), broad form property damage, Products and Completed Operations, Personal and Advertising Injury, and contractual liability and independent contractors coverage. Such policies shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation.

- c) Automobile Liability Insurance. Grantee shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- d) Workers Compensation Insurance. The Grantee shall carry workers' compensation insurance covering all of its employees upon the premises and in connection with its other operations pertaining to the grant. The Grantee shall comply at all times with the provisions of the workers' compensation laws of the District of Columbia or another State if the grant work is performed outside the District of Columbia.
- e) At its option, the Grantee may maintain the above stated minimum levels of insurance through a self-insurance plan. Should this option be exercised, the Grantee is relieved of responsibility to comply with paragraph F of this Article; however, the Grantee shall certify in writing to the Grant Administrator/ his or her agent that coverage is maintained through a self-insurance plan.

**4. Equipment** - With any property Purchased with Grant Funds, the Grantee shall:

- a) Within 60 days of execution of the award, 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.
- b) For all property subsequently purchased or acquired, the Grantee shall maintain an inventory 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).
- c) The inventory shall be updated annually or at the expiration of the grant, whichever occurs first. The District shall have the right to inspect and reclaim all or part of such equipment upon expiration of the grant.
- d) All equipment and products purchased above \$5,000 with grant funds should be American-made when possible.
- e) Maintain electronic (email) capabilities.

**5. Accounting and Audits**

- a) The Grantee shall maintain an accounting system which conforms to generally accept 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.
- b) The Grantee shall make provisions, upon request, for inspection of financial records, including audited financial statements and tax returns, by DOH and/or its representative(s).

- c) At any time or times before final payment and three (3) years thereafter, the D.C. DOH may have the Grantee's expenditure statements audited. Disallowance and repayments shall be subject to the provisions of the federal or local fund sources and regulations governing cost principles and audit.
- d) The Grantee shall provide a copy of its independent audit conducted in accordance with 2 CFR 200 (as of December 26, 2014) and OMB Circular A-133.
- e) Any expenditure disallowed by the audit or other DOH reviewer shall be subject to repayment by the Grantee.

**6. Transition Plan for Continuity of Services** – It is essential that continuity of services be maintained under the grant for the residents of the District of Columbia and applicable jurisdictions. Therefore, in the event that the awarded grant expires or is terminated:

- a) The Grantee shall cooperate with both the Grant Administrator, and any successor Grantee to enable an efficient transition of services to another provider.
- b) A transitional plan must be developed and available for review by DOH Administrative Unit within forty-five (45) days after the signing of this Agreement by the Grantee. Failure to provide this contingency plan will be deemed as an Event of Default and could result in the termination of the grant.
- c) 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 is required to develop a transition plan to ensure the appropriate referral of clients, if applicable, to other providers.
- d) An acceptable transition plan will include but not be limited to the following:
  - I. The identity of providers and or resources to ensure continued health care for those clients who receive services funded by the grant. These resources will be programs that are DOH approved;
  - II. A contingency plan with those identified entities specifically stating what services will be provided; and
  - III. If applicable, procedures for transfer of client services to include: Notification to the client; contact information of the receiving provider organization that the client is being transferred to; effective date of transfer; case summary reports to receiving provider organization; method to ensure continuity of client care, treatment and support services; transfer of client files in accordance with Federal and District of Columbia laws and regulations related to privacy and confidentiality of client records.

**7. Awarding of Funds / Subcontracting**

- a) 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/grant award over \$10,000 or fund unsolicited applications without the approval of the Grant Administrator.

- b) When using DOH 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:
  - I. Notice of Funding has been publicized;
  - II. Applications are easily available to all prospective applicants;
  - III. Applications are reviewed in an objective manner against an established public scoring criteria; and
  - IV. Reviewers have no conflict of interest with any of the submitting applicant organizations.
- c) Funds disbursed in a non-competitive manner may be disallowed and appropriate grant management sanctions issued.
- d) Grantee will submit for approval any Requests for Proposal or Requests for Applications before released.
- e) Grantee will submit for approval the unsolicited grant submission process before it is announced.

## **8. Program Close-out**

- a) The Grantee shall submit to the Grant Administrator, a final Programmatic Report no later than 30 days after expiration of the Grant Agreement.
- b) The Grantee shall submit to the Grant Administrator, a final Financial Report within 30 days of the termination/end of the Grant, providing a year-end accounting of expenditures for 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 sub-contractors.
  - III. A financial statement from each sub-contractor identifying funds received and expended for each category of service.

## **9. Rights in Data**

- a) If applicable for the type of services provided under the Agreement, DOH retains ownership of all client data collected under the grant.
- b) Grantee may not utilize any or all of the data collected pursuant to the grant for any purpose not specifically related to performance under this Agreement without the express written consent of DOH, which consent shall not unreasonably be withheld, delayed or conditioned.
- c) 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. At such time, a copy of HHS Form 596, "Protection of Human Subjects Assurance, Certification, Declaration," must be signed and submitted to the Grant

Administrator.

## **10. 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.
- c) The percentage and dollar amount of the total costs of the project or program that will be financed by non-government sources.

## **11. Attribution Policy**

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

- a) The incorporation of the current approved DOH logo/symbol with attribution statement on letterhead, newsletters, brochures, public service announcements, media publications, and all other forms of advertisement.
- b) The clearly visible display of the DOH 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.
- c) The clearly visible DOH logo/symbol with attribution statement attribution statement at all functions and events sponsored by the Grantee.
- d) Neither DOH 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 Project in scholarly publications, in listings of sponsored research projects, and for other academic purposes.
- e) The Grantee is required to submit to the Grant Administrator 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 DOH. 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. DOH 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.



***“This program is funded wholly, or in part, by the Government of the District of Columbia, Department of Health, INSERT ADMINISTRATION.”***

## **12. Performance Standards and Quality Assurance**

- a) The Grantee shall implement a program to monitor and evaluate the delivery of all services. At a minimum, the quality assurance program shall include a review of the appropriateness, quality and timeliness of the delivery of services.
- b) The Grantee shall, as directed by the Grant Administrator or his/her designee, implement policies and procedures to evaluate the accuracy of data collection and reporting activities in accordance with protocols established by DOH, federal grant program’s administrative requirements for grantees, pass-through entities and sub-grantees.
- c) The Grantee shall participate in the evaluation of the project by appropriate DOH staff and/or external evaluators contracted by DOH. These activities may include, but are not limited to, site visits, client surveys, unit cost analyses, program/fiscal assessments, or other data collection activities.
- d) The Grantee shall provide DOH with a copy of all rules and regulations governing its Client Complaint Resolution Process.

## **13. Performance Monitoring**

In order to ensure responsible oversight of the funded project and its implementation by the Grantee, and to provide cooperative technical support for the Grantee, **The DOH 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 DOH, DC Municipal Regulations and standards outlined in the City-Wide Grants Manual. The results of this review shall be shared by the Grant Administrator or his/her designee with the Grantee.
- b) Monitor the performance of the Grantee in the implementation of the funded program in accordance with the terms of this Agreement and the approved monitoring plan.
- c) Assign staff persons to monitor the project. The Program Monitor 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.

- d) The Grant Administrator shall review all written policies and procedures applicable to the Project, review all financial reports, conduct administrative site visits/inspections, and hold periodic conferences with the Grantee and the Program Monitor to assess the Grantee's performance in meeting the requirements of this Agreement.
- e) 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.
- f) Conduct an evaluation of program effectiveness for each service-area based on criteria approved by the Grant Administrator or his/her designee.

#### **G. 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. DOH Standard Terms of Agreement
- 3. DOH Request for Application (RFA) under which this award has been issued, inclusive of all RFA addenda and amendments issued by DOH;
- 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 DOH Administrative Unit.
- 6. The Grantee's budget and any amendments approved by the DOH Administrative Unit.
- 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
- 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 DOH 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

#### **H. 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. District of Columbia Budget Support Act by the most current, applicable Fiscal Year
4. Department of Health Functions Clarification Act of 2001 (D.C. Law 14-28; D.C. Official Code § 7-731 et seq.).
5. District of Columbia City-Wide Grants Manual
6. DOH Policy and Procedures for RFA and NOGA Issuance and revisions
7. DOH Requests for Applications under which, if applicable, the Grantee was awarded
8. The Grantee's approved work plan and budget
9. The Grantee application in response to the DOH RFA under which the program has been funded

#### **I. 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 employees or its subcontractors, in the performance of the Grant