

Attachment I – General Terms and Conditions

The Applicant and any sub-recipient of funds under the grant must comply with applicable general terms and conditions outlined below. These terms and conditions are in addition to the RFA and any terms, conditions, or restrictions in the award document (i.e. grant agreement or NOGA). Grantees must review the grant award document for additional administrative and programmatic requirements.

1. Order of Precedence

In the event of inconsistency among the provisions of the DHS grant documents governing the grant, the inconsistency shall be resolved by giving precedence to the following documents, including their attachments, in the following order:

- a. The most written, DHS-approved amendment to the Grant Award Notice;
- b. The Grant Award Notice;
- c. The Grant Agreement;
- d. The DHS Request For Applications (RFA), including all Appendices and Attachments;
and
- e. The Grantee's submitted proposal.

2. Communications with DHS

- a. Communications shall be directed to DHS offices, DHS staff, as the RFA or Grant Agreement states.
- b. Reports and other submission shall be directed to the Grant Administrator.
- c. If reports are electronically filed, any required signatures shall be reliably and clearly reproduced.
- d. The Grantee shall maintain electronic mail ("e-mail") capabilities for communication with DHS.
- e. A notice shall be deemed timely delivered to DHS only when written confirmation of receipt is provided by DHS.

3. Grant Match: Projection and Documentation

When documentation of a grant match is required:

- a. In support of an application, the applicant must provide a basic budget that shows unit rates and quantities, as with hours worked, square feet used, or miles driven; and
- b. In support of an award, the Grantee must provide the following, which must be acceptable to DHS, unless DHS revises or waives the requirement in writing:
 - i. Documentation for salary and items purchased in the same form as required in Section 9 of this document.
 - ii. Documentation of in-kind match, including detail for volunteers. Volunteer hours provided to the Grantee by individuals will be valued at rates consistent with those ordinarily paid for similar work in the Grantee organization. If the Grantee does not have employees performing similar work, the rates will be consistent with those ordinarily paid by other employers for similar work in the same labor market. Donated space, as for a meeting or event, may be valued according to a written statement from a property's owner or manager. Donated vehicle use may be valued as provided for reimbursement of travel.
 - iii. Any certifications, information, or documents required by the Escrow Agreement.

4. Communication of a Material Change

The Applicant and the Grantee shall advise DHS immediately orally and thereafter immediately in writing, if:

- a. A material condition of the Application or performance of the grant has changed. A material condition includes: the loss of a staff member proposed as a principal; the lack of funds to pay bills incurred for the grant's activities; the expenditure of granted funds for non-granted activities, materials, or supplies; or a change in the Applicant's governance; or
- b. The Grantee's insurance coverage has been reduced, or the Grantee has been notified of a cancellation in whole or in part of its insurance.

5. Compliance as a Continuing Condition of Eligibility

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

6. Grant Award Contingent on Available Funding

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

7. Bonding Requirements

A bond is not required of the Grantee unless DHS states the requirement in writing.

If DHS does require a bond, the Grantee, before accepting the grant, must secure the bond in an amount not less than the total amount of the funds awarded, against losses of money and other property:

- a. Caused by fraudulent or dishonest act, and
- b. Committed by an employee, board member, officer, partner, shareholder, or trainee.

8. Grant Period

The period of this Grant shall begin on the date on which DHS notifies the Applicant of the complete execution and DHS approval of the award of the Grant (“begin date”), typically given through a Grant Award Notice. On and after the begin date DHS’ terms and other documents, including the terms of the RFA and the documents it incorporates, apply to the Applicant as “Grantee.”

The period of the Grant shall end on the date stated in the Grant Award, unless DHS modifies it in writing (“end date”).

9. Payment

- a. The Grantee will be reimbursed for work performed and expenses incurred.

- b. DHS will not reimburse the Grantee for grant-related expenditures made before the begin date.
- c. The Grantee may submit its invoices for grant-related reimbursement as it finds convenient. Invoices must be sent to the address, or addresses, stated in the Grant Award Notice and in the Purchase Order.
- d. The Grantee's reimbursement request must include a signed invoice, on organization letterhead, with federal tax identification number, Grantee's name, remittance address, invoice number and date, grant award number and purchase order number, description, price, quantity of goods and services rendered, shipping and payment terms, and supporting documentation. The submittal to DHS must include:
 - i. For employee labor: For the relevant period, a payroll report, with information drawn from an official book or record, like a payroll register, official time sheet or time card/s, approved by a Grantee representative.
 - ii. For contractor expenditures: Expenditures must be supported by invoices. Contractor invoices must rest on information drawn from an official book or record.
 - iii. For other expenditures: Expenditures must be supported by invoices or receipts.
- e. The Grantee must keep backup documentation, to show:
 - i. For Grantee:
 - a) For labor: the official books and records information showing employee name, title, hours worked that are charged to this grant, and pay rate for the period (typically like a payroll register, official time sheet or time card/s);
 - b) For non-labor: invoices and receipts that identify or describe the invoiced item, showing quantity, rate or price, and for procured items including contractor and sub-grantee invoices, proof of payment.
 - ii. For Grantee's contractor or sub-grantee:

- a) For labor: the official books and records information showing employee name, title, hours worked that are charged to this grant, and pay rate for the period (typically like a payroll register, official time sheet or time card/s); and
 - b) For non-labor: invoices and receipts that identify or describe the invoiced item, showing quantity, rate or price, and for procured items, proof of payment.
- f. In some circumstances DHS may require documents supporting an accounting entry before releasing payment. Such information may include:
 - i. General ledger screen shots or excerpts, showing paid bills or expenditures;
 - ii. Copies of canceled checks or bank statements of electronic transfers;
 - iii. Statements from contractor, subcontractor and vendors that their bills have been paid; or
 - iv. Reports of on-site inspections or audits.
- g. In limited circumstances, and at DHS' sole discretion according to its policy, DHS may provide a portion of grant funds for the Grantee's start-up costs as an advance.
 - i. The Grantee must have requested such funding in its proposal filed in response to the RFA.
 - ii. The advanced funds must be spent by the Grantee within the same DC Government fiscal year during which the advance is made.
- h. DHS will withhold the final ten percent (10%) of the grant funds until all activities have been completed, including the Grantee's submission of the final report.
- i. The sum of all monies paid to the Grantee pursuant to the grant award shall not exceed the total amount stated.
- j. Notwithstanding the above, DHS may withhold payment if DHS determines that the Grantee has failed to comply with terms of the grant award.

10. Unethical Conduct

- a. The Applicant/Grantee shall avoid unethical conduct with respect to securing and administering granted funds, with ethical conduct to be measured generally against the provisions of the District Ethics Manual (most recent edition as of the time the grant is awarded), found at www.bega.dc.gov, under the heading for documents.
- b. In particular, the Grantee shall avoid:
 - i. Apparent and actual conflicts of interest;
 - ii. Contributing to a violation of the District's restrictions on gifts to District personnel; and
 - iii. Contributing to a violation of the two-year ban on District personnel taking certain actions regarding a "particular matter" described in the District Ethics Manual.
- c. No Applicant/Grantee shall employ or retain a person or selling agency to solicit or secure this grant, a payment under it, or an amendment, upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. Except, an applicant or grantee may condition its compensation for a bona fide employee on grant-related job performance, and may retain an attorney for compensation permitted by the District's Rules of Professional Conduct.
- d. With respect to grant funds, the Grantee and Grantee's employees, officers, or agents shall not solicit or accept a gift, gratuity, favor, or anything of monetary value from a contractor, subcontractor, vendor, party to a related agreement, or a beneficiary of this grant except as may be allowed under the District Ethics Manual for items that are unsolicited and of nominal value.
- e. If the Grantee is a natural person, he or she shall not participate in the selection, award, or administration of funds from this grant if a real or apparent conflict of interest would be involved. This prohibition also applies to a Grantee's employee, officer, or agent. An example of a conflict would be when the Grantee makes a decision to employ, or buy from, a person or entity in which he or she, or a member of his or her immediate family, including a domestic partner, has an employment or financial interest.

11. Grant Purchases, Including Equipment, Exceeding \$5,000.00 per Unit Cost

- a. The Grantee shall not purchase with grant funds equipment or supplies exceeding \$5,000 per unit cost ("Big Grant Purchase") without DHS' written agreement.

- b. For each Big Grant Purchase, the Grantee shall give advance written notice to DHS to allow DHS to approve or disallow the purchase.
- c. Identification of a Big Grant Purchase in a DHS-approved proposal constitutes approval of the Big Grant Purchase. If a Big Grant Purchase is not identified in a DHS-approved proposal, advance notice shall be given four (4) weeks in advance of the commitment to purchase. DHS may waive this time period for good cause.
- d. For all Big Grant Purchases, the Grantee shall maintain an inventory record (“Big Grant Purchase Inventory”) showing:
 - i. Purchase price;
 - ii. Grant number;
 - iii. Name of item;
 - iv. Manufacturer's name;
 - v. Serial number (if applicable);
 - vi. Acquisition history (purchase order, invoice, packing slip);
 - vii. Guarantee or warranty lapse date;
 - viii. Storage location;
 - ix. Unit price; and
 - x. Additional costs, if any, for transportation, installation, and taxes, each as a separate item.
- e. The Big Grant Purchase Inventory shall be updated annually, or at the expiration of the grant period, whichever occurs first.
- f. DHS may inspect and reclaim all or part of the inventoried equipment within 12 weeks after the expiration of the grant.
- g. Warranties for Big Grant Purchases are governed by the provisions for purchases of materials and labor with an aggregate value of over \$5,000 in Section 13 of this document.

12. Modifications of the Grant, Including Extensions of the Grant Period and Increases in the Grant Amount

The terms and conditions of the grant may be modified only upon DHS' prior written approval. The modification shall take the form of an amendment to the Grant Award notice.

- a. Through an amendment, DHS may increase or reduce the grant amount and/or extend or reduce the grant period.
- b. If DHS notifies the Grantee that a funding increase or an extension of the grant period is available, the Grantee must apply for the increase or extension in writing according to the terms of the DHS notification. Typically DHS requires an application to extend a grant period eight (8) weeks in advance of the grant's then-current end date. The application must justify the amendment, and include a description of proposed changes to scope, performance schedule, description of proposed outcomes, and budget.

13. Contracts, Subcontracts, or Sub-grants

- a. Nothing in the Grant Award shall be construed to create a contractual relationship between DHS and Grantee's contractor, subcontractor, sub-grantee, or vendor.
- b. Any grant-related work and/or activity that is contracted, subcontracted, or sub-granted is subject to applicable District law and DHS' review and approval. The Grantee shall give DHS advance notice of contracts, subcontracts, and sub-grants sufficient to allow DHS to determine whether its approval is needed, and, if so, whether approval must come before the Grantee's execution of the contract or sub-grant.
- c. The Grantee's contract or sub-grant shall specify that the contractor or sub-grantee, and its contractors, subcontractors, or sub-grantees, shall be subject to the conditions and prohibitions of the Grant Award.
- d. Warranties for labor and materials shall be obtained for purchases of materials and labor having an aggregate value of over \$5,000. These warranties shall be for at least two (2) years. DHS may waive this requirement in writing for demonstration or research grants.
- e. If the Grantee, its contractors, subcontractors, or sub-grantees disturbs work guaranteed under another District contract or grant, the Grantee shall be responsible to restore the disturbed work to a condition comparable to its original condition and warranty such restored work, or alternatively to pay the District for the damage.

- f. No grantee shall use grant funds to procure services or materials from a vendor, contractor or subcontractor that is suspended or debarred by the District or the federal government.

14. Establishing and Managing Sub-awards

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

- a. Be responsible for selecting sub-awardees and as appropriate conducting sub-award competitions.
- b. Ensure that all sub-award agreements are in writing and address all of the elements for sub-award agreements identified in the RFA and Grant Award Notice.
- c. Ensure that the sub-awardees are aware that they are subject to applicable terms, conditions, and requirements of the RFA, Grant Agreement, Grant Award Notice, including this Appendix.
- d. Establish and follow a system for monitoring sub-awardee performance that includes elements required by the RFA, the grant award, and this Appendix, and report the results of the monitoring in performance reports required by the RFA and/or the grant award.
- e. Establish and maintain an accounting system that ensures compliance with the maximum funding limitation established in the grant award and with the requirements for payment of costs under the grant. This includes establishment of written procedures for determining that sub-award costs are allowable under the terms and conditions of the grant award and this Appendix, and may provide for determinations on a pre-award basis, through ongoing monitoring of costs that sub-grantees incur, or a combination of both approaches, provided the Grantee documents its determinations.

15. Requirements for Facilities Controlled by the Grantee

- a. If a facility controlled by the Grantee is used during the performance of projects under the grant, it shall meet all applicable federal, state, and local regulations for the intended use. Such a facility includes an office, training room, storage yard, or staging area.
- b. With respect to such a facility, the Grantee shall identify an emergency site facility to finish the activities of the grant in the event that the primary facility becomes unavailable for use due to a catastrophic event.
- c. Each facility controlled by the Grantee that is used for activities under the grant shall

be accessible to mobility-limited persons consistent Rehabilitation Act of 1973 as amended, 29 U.S.C. 701 et seq., and the Americans with Disabilities Act, 42 U.S.C. 12101 et seq. This means that if a facility is not required to be modified under either Act, the Grantee need not modify it, but DHS will require the Grantee to explain how it will seek to accommodate mobility persons.

16. Unusual Incident Reporting

The Grantee shall report each unusual incident involving or affecting the Application or the Grantee's performance of the Grant Award to the Grant Administrator within 24 hours of the incident or its learning of the incident. The initial report may be oral or in writing (typically by e-mail). The Grantee shall also communicate a full description of the unusual incident in writing within five (5) days after the initial report.

An unusual incident is an event that is significantly different from the regular routine or established procedure. Examples may be an injury, a traffic accident, a theft, or the firing or resignation of a principal staff member or contractor identified in the Application.

17. Termination

The grant shall be subject to DHS' termination:

- a. At any time, in whole or in part, for the convenience of the Government should DHS determine that such termination is in the best interest of the public or the Government;
- b. Immediately for:
 - i. Lack of funding;
 - ii. Failure of the Grantee to follow District or applicable federal law, including statutes, rules and regulations;
 - iii. Failure of the Grantee to carry out DHS' ordered grant remediation plan;
 - iv. An ethics violation involving the grant, pursuant to the ethical standards in the most recent version of the District Ethics Manual, published by the District's Board of Ethics and Government Accountability (bega.dc.gov), as of the date that the Grant Award notice was sent; or
 - v. Fraud, waste or abuse.

- c. After the Grantee has acknowledged or otherwise signified receipt of the grant, fourteen (14) calendar days after the Grantee receives from DHS written notice of termination due to:
 - i. Cause, as defined and described below; or
 - ii. Force majeure, as defined and described below.

18. Termination for *Force Majeure* or Cause

- a. For *force majeure* DHS may terminate the grant and the Grantee may seek certain reimbursement, as described in this section.
- b. For cause DHS may terminate the grant, but the Grantee may not receive the reimbursement allowed for termination on the basis of *force majeure*.
- c. Cause and *force majeure* defined:
 - i. Cause is a basis for DHS' termination of the grant, when DHS determines that the Grantee has:
 - a) Failed to achieve the intended outputs within the time frame that has been approved;
 - b) Performed incompetently; or
 - c) Performed recklessly.
 - ii. *Force majeure* is a condition or occurrence which provides a valid excuse to failure to perform within the time frame of the grant, an unexpected and disruptive event which DHS determines could not have reasonably been anticipated or controlled, and includes:
 - a) Timely applying for a government permit or approval but not timely receiving same from the government agency;
 - b) A change in applicable law;
 - c) An unforeseen weather event;
 - d) Organized labor strike or slowdown; and

- e) Refusal of a necessary third party to approve, agree or participate following the Grantee's reasonable attempts to secure same.
- d. The Grantee may not invoke *force majeure* as an excuse for poor planning, failure to accommodate foreseeable delays by suppliers, or the Grantee's failure to manage its own resources.
- e. For *force majeure*, the Grantee may seek reimbursement for otherwise- reimbursable expenditures incurred up to the date of termination, as well as reasonable costs incurred for demobilization.

19. Unspent Funds

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

20. Grant Fiscal Performance Review and Remediation Plan

- a. After eight (8) weeks of the Grantee's grant performance, DHS may perform a complete grant fiscal compliance review to determine patterns and rates of expenditures.
- b. If DHS identifies deficiencies, DHS may require that the Grantee undertake a grant remediation plan to improve and correct fiscal problems. Grant remediation may include:
 - i. Repayment of grant funds;
 - ii. Reduction in the Grant Award; and
 - iii. Reallocation of grant funds.

21. Accounting and Audits

- a. The Grantee shall maintain an accounting system that:
 - i. Conforms to generally accepted accounting principles (GAAP);
 - ii. Permits an audit of all income and expenditures received or disbursed by the Grantee during performance of the activities approved for the grant; and

- iii. Allows for the identification and review of documents supporting an accounting entry.
- b. The Grantee shall assist, and shall require that its contractors, subcontractors, and sub-grantees assist, upon request, in the inspection and provision of financial records relevant to the grant, including financial statements and tax returns. The Grantee shall seek such assistance from each vendor of a Big Grant Purchase.
- c. At any time before final payment on this grant, or the end of the District fiscal year in which the grant ends, whichever is later, and for three (3) years thereafter, the District may audit the Grantee, its contractors, subcontractors, or sub-grantees. The District may, during this period, seek to audit vendors of Big Grant Purchases. If federal funds have been granted or sub-granted, a federal agency may undertake such audits. The Grantee shall assist the District in obtaining the cooperation of its contractors, subcontractors and vendors in such audits.
- d. If a federal agency undertakes an audit of the Grantee in connection with the grant, the Grantee shall make available to DHS all information that the audit requires, including information from its contractors, subcontractors, vendors, and sub-grantees.
- e. The Grantee shall, upon DHS request, repay to DHS a reimbursed expenditure which DHS has disallowed after an audit.

22. Document Retention for Three Years

- a. For three (3) years after the final DHS payment of the grant, or the end of the District fiscal year in which the grant ends, whichever is later, the Grantee must maintain complete documentation of the grant activities, including financial records and other documents supporting accounting entries. Upon DHS' request, the Grantee must be able to produce for review the documentation, including for DHS audit or, if applicable, federal audit.
- b. The Grantee must be able to produce these materials for review, permit review of them, and respond promptly to questions regarding them, upon DHS' or an auditor's request.
- c. If a claim, litigation, or audit is filed or commenced before the expiration of the three-year period, the documentation retention period shall be tolled and documentation must be preserved until the claim, litigation, or audit has been finally resolved.

- d. The Grantee shall secure the agreement to the provisions of this section in writing from a person subject to an audit requirement in Section 20.

23. Attribution of Funding

- a. When communicating in writing (including in signage, on garments, and electronically) about the activity or project which the grant funds, the Grantee must identify publicly the support of DHS. The Grantee shall include a DHS logo, which DHS will provide.
- b. The Grantee shall follow DHS Sign Design Guidelines and Publication Design Guidelines.
- c. If federal or other funds have been sub-granted, and if requested, the Grantee must similarly acknowledge the funds' source.

24. Rights in Data and Other Information

- a. DHS retains ownership of all information produced pursuant to this grant award, including data regarding persons surveyed, interviewed, and/or counted, and any information regarding to whom services or things were provided.
- b. To ensure the protection of persons' confidentiality and compliance with District law and policies regarding confidentiality, the Grantee may not publish scientific or technical articles based on these data and/or information without DHS' prior written consent. DHS is, for federal funding, subject to certain information restrictions, and may require notice to, and a decision from, the federal funder.
- c. DHS will not unreasonably withhold consent to a request by Grantee for a nonexclusive license to use aggregated, non-confidential data, including for publication in professional and scientific journals and meetings.
- d. The documents for this grant are public documents and may be disclosed under the District's Freedom of Information Act, D.C. Official Code §§ 2-531 - 40. DHS shall have the right to disclose to a third party the identity of a person providing a service or good under this grant and the terms of insurance obtained pursuant to this grant.
- e. The grant may involve activities in which confidential information is provided to the Grantee. DHS may also advise the Grantee in writing as to the content and nature of confidential information. When the Grantee uses or has access to confidential information, it shall treat the information as follows:

- i. The Grantee shall use confidential information only to the extent required to accomplish the purposes of this grant.
- ii. The Grantee shall not disclose confidential information to others without the express written permission of DHS. Exception: The Grantee may disclose confidential information to its contractors who have agreed in writing to be bound by the disclosure limitations in this section.
- iii. To be considered confidential information subject to the disclosure limitations in this section, DHS; orally provided information shall be identified as confidential at the time of disclosure, summarized in writing and the summary delivered within thirty (30) days of disclosure.
- iv. Confidential information shall not pass in ownership to the Grantee. The furnishing of confidential information does not constitute a license to the Grantee to use the information for purposes beyond the activities of this grant.
- v. After being requested by DHS to destroy confidential information, the Grantee shall return or destroy it within seven (7) days. Destruction shall be verified by the Grantee in writing by a duly authorized officer or manager. Confidential information that is not returned or destroyed shall remain subject to the confidentiality obligations set forth in this section.
- vi. The confidential information shall not be copied or reproduced at any time without the prior written consent of DHS, except for distribution to employees or contractors in accordance with, and subject to, the provisions of this section.
- vii. The requirements of this section shall continue past the term of this grant.
- viii. The Grantee shall secure from contractors agreement, in writing, to be bound by this section if the contractors use or have access to confidential information.
- ix. Confidential information shall include, but not be limited to: Homeowner names, phone numbers, social security numbers, financial information, and home security arrangements.

25. Indemnification

Unless prohibited by law, the Grantee shall indemnify, defend, and hold harmless the District of Columbia and its officers, agents, and employees from any and all claims which are in any way connected to the grant. Unless prohibited by law, the Grantee shall require its principal contractors, subcontractors, sub-grantees, and/or vendors for this grant to do the same.