

Exhibit F: Federal Grant Compliance Requirements

Background

State agencies often administer federal awards received as pass-through funds to other non-federal entities. These non-federal recipient entities are called Subrecipients and they assist in carrying out various federally-funded programs. Subrecipients are typically units of local government (i.e. city and county agencies) but also include other entities such as Native American tribes, institutions of higher education, special districts and non-profits. The nature of these relationships are governed by federal statute, regulations, and policies in addition to state laws and regulations. The source of the funding determines the regulations and policies that govern the provision of the funds. The Substance Abuse and Mental Health Services Administration (SAMHSA) is the primary source of federal funds awarded to DBHDS. DBHDS also receives funds from the U.S. Department of Justice and the U.S. Department of Education.

As a primary recipient of federal funds, state agencies serve a pass-through role in which funds are subawarded to Subrecipients. Federal regulations require that pass-through entities provide monitoring of their Subrecipients which is outlined in Sections 200.330 through 200.345 in 2 C.F.R. Part 200 and Sections 75.300 through 75.391 in 45 C.F.R. Part 200 for SAMHSA awards. Further, audit requirements contained in 2 C.F.R. Part 200, Subpart F and 45 C.F.R. Part 75, Subpart F for SAMHSA awards, require that pass-through entities monitor the activities of their Subrecipient, as necessary, to ensure that federal awards are used appropriately and that performance goals are achieved.

In order to further the provision of necessary goods and services to the community, DBHDS may enter into federally-funded subrecipient relationships with Community Service Boards (CSBs). This exhibit provides compliance requirements for the federal grants that DBHDS serves as the pass-through entity to the CSBs.

Defined Terms

Drug-free Workplace – A site for the performance of work done in connection with a specific agreement awarded to a Subrecipient, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the agreement.

Intangible Property – Property having no physical existence, such as trademarks, copyrights, patents and patent applications and property, such as loans, notes and other debt instruments, lease agreements, stock and other instruments of property ownership (whether the property is tangible or intangible).

Major Medical Equipment – An item intended for a medical use that has a cost of more than \$1,000 per unit.

Minor Renovation, Remodeling, Expansion, and Repair of Housing – Improvements or renovations to existing facilities or buildings that do not total more than \$5,000.

Notice of Award (NOA) – The formal documentation received from the federal awarding entity that notifies the recipient of a grant award. The document also typically outlines grant-specific compliance and reporting requirements.

Pass-Through Entity - Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient – The non-federal entity that receives a grant award from a federal entity. The recipient may be the end user of the funds or may serve as a pass-through to subrecipient entities.

Subaward - An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

Subrecipient - A non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Exhibit F: Federal Grant Compliance Requirements

Unliquidated Obligations – An invoice for which the Subrecipient has already been allocated funding to pay by the pass-through entity that falls within timeframe for expending unliquidated obligations provided in Section III of this Exhibit. Unliquidated Obligations cannot include personnel costs and are limited to goods or services that were purchased or contracted for prior to the end of the Period of Performance but were not yet expensed as the goods or services were not yet received or the Subrecipient had not yet received an invoice.

I. Federal Grant Requirements for DBHDS as the Pass-through Entity

As the pass-through entity for federal grant funds, DBHDS must comply and provide guidance to the subrecipient in accordance with U.S. C.F.R. 2 § 200.331 and CFR 45 § 75.352 (for SAMHSA awards):

- A.** Ensure every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward. If any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward:
 - 1. Subrecipient name (which must match the name associated with its unique entity identifier);
 - 2. Subrecipient's unique entity identifier;
 - 3. Federal Award Identification Number (FAIN);
 - 4. Federal Award Date (see § 75.2 Federal award date) of award to the recipient by the HHS awarding agency;
 - 5. Subaward Period of Performance Start and End Date;
 - 6. Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;
 - 7. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;
 - 8. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;
 - 9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
 - 10. Name of HHS awarding agency, pass-through entity, and contract information for awarding official of the pass-through entity;
 - 11. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
 - 12. Identification of whether the award is R&D; and
 - 13. Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 75.414).

- B.** Comply with all Federal statutes, regulations and the terms and conditions of the Federal award.

- C.** The Department shall negotiate with the subrecipient an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a de minimis indirect cost rate as defined in § 75.414(f).

- D.** The Department is responsible for monitoring the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include, but not limited to the following:
 - 1. Reviewing financial and performance reports required by the pass-through entity.
 - 2. Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - 3. Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by § 75.521.
 - 4. The Department shall evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring.

Exhibit F: Federal Grant Compliance Requirements

5. The Department shall verify that every subrecipient is audited as required by subpart F when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in § 75.501.
6. The Department shall consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.

II. General Federal Grant Requirements for the Department and CSBs

The federal grants listed in Section IV of this Exhibit have requirements that are general to the federal agency that issues the funds. Included below are the general grant terms and conditions for each of the federal agencies for which DBHDS is the pass-through entity to the CSBs.

A. SAMHSA GRANT

1. **Grant Oversight:** The CSBs and the Department are legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 45 CFR §§ 75.351 – 75.352, Sub-recipient monitoring and management.
2. **Non-Supplant:** Federal award funds must supplement, not replace (supplant) nonfederal funds. All recipients who receive awards under programs that prohibit supplanting by law must ensure that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.
2. **Unallowable Costs:** All costs incurred prior to the award issue date and costs not consistent with the Funding Opportunity Announcement (FOA), 45 CFR Part 75, and the HHS Grants Policy Statement, are not allowable under this award.
3. **Availability of Funds:** It is understood and agreed between the Subrecipient and DBHDS that DBHDS shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
4. **Improper Payments:** Any item of expenditure by Subrecipient under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of DBHDS, the Commonwealth of Virginia, the U.S. Department of Health and Human Services, the U.S. Government Accountability Office or the Comptroller General of the United States to be improper, unallowable, in violation of federal or state law or the terms of the Notice of Award, Funding Opportunity Announcement, or this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of the Subrecipient, shall become Subrecipient's liability, to be paid by Subrecipient from funds other than those provided by DBHDS under this Agreement or any other agreements between DBHDS and the Subrecipient. This provision shall survive the expiration or termination of this Agreement.
5. **Conflicts of Interest Policy:** Recipients must establish written policies and procedures to prevent employees, consultants, and others (including family, business, or other ties) involved in grant supported activities, from involvement in actual or perceived conflicts of interest. The policies and procedures must:
 - a) Address conditions under which outside activities, relationships, or financial
 - b) interests are proper or improper;
 - c) Provide for advance disclosure of outside activities, relationships, or financial
 - d) interests to a responsible organizational official;
 - e) Include a process for notification and review by the responsible official of

Exhibit F: Federal Grant Compliance Requirements

- f) potential or actual violations of the standards; and
 - g) Specify the nature of penalties that may be imposed for violations.
6. **Restriction on Executive Pay:** The Consolidated Appropriations Act, 2019 (Pub. L.115-245) signed into law on September 28, 2018, limits the salary amount that may be awarded and charged to SAMHSA grants and cooperative agreements.
- Award funds may not be used to pay the salary of an individual at a rate in excess of Executive Level II or \$192,300 annually. This amount reflects an individual's base salary exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to the applicant organization. This salary limitation also applies to sub awards/subcontracts under a SAMHSA grant or cooperative agreement.
7. **Treatment of Property and Equipment:** If the Program permits the Subrecipient or entities that receive funding from the Subrecipient to purchase real property or equipment with grant funds, the Program retains a residual financial interest, enabling the Program to recover the assets or determine final disposition. This will be accomplished on a case-by-case basis, according to the federal grant guidelines applicable to the grant that is funding the service(s). Per 2 CFR 200.33 and 45 CFR 75.2, Equipment is defined as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000.
8. **Program Income:** Program income accrued under this grant award must be reported to the Recipient and must be used to further the objectives of the grant project and only for allowable costs.
9. **Travel:** Funds used to attend meetings, conferences or implement the activities of this grant must support the per diem applied to Federal travel costs for Meal and Incidental expenses. If meals are provided, the per diem must be reduced by the allotted meal cost(s).
10. **Fraud, Waste and Abuse Reporting:** The Subrecipient shall report any fraud, waste or abuse to the HHS Inspector General.
11. **Financial Management:** Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this agreement in accordance with all applicable federal and state requirements, including without limitation: 1) the Uniform Guidance, 45 C.F.R. Part 75; 2) the Notice of Award; and 3) Funding Opportunity Announcement. The Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by DBHDS if required by applicable laws, regulations or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Agreement.
12. **Audit of Financial Records:** The Subrecipient shall comply with the audit and reporting requirements defined by the Federal Office of Management and Budget (OMB) 2 CFR 200 (Audits of States, Local, Governments and Non-Profit organizations) and 45 CFR 75-500 – 75.521 as applicable. The Subrecipient will, if total federal funds expended are \$750,000 or more a year, have a single or program specific financial statement audit conducted for the annual period in compliance with the General Accounting Office audit standards (45 CFR 75-501(a)). Within thirty 30 days of the effective date of this Agreement, the Subrecipient will provide the Federal Grants Manager at DBHDS with a copy of its most recent (last) single audit. If any findings were noted in the audit report, corrective actions taken to fully resolve the finding must also be provided. If there are no audit findings, a letter indicating no findings shall be submitted. If a 2 CFR 200 or 45 CFR 75 audit occurs during the term of this Agreement, a copy of that audit and response to any findings must be provided to DBHDS' Federal Grants Manager within 30 days of the completion of the audit.

Exhibit F: Federal Grant Compliance Requirements

If total federal funds expended are less than \$750,000 for a year the Subrecipient is exempt from federal audit requirements (45 CFR 75-501(d)), however, the Subrecipient's records must be made available to the pass-through agency and appropriate officials of HHS, SAMHSA, the U.S. Government Accountability Office and the Comptroller General of the United States upon request, and it must still have a financial audit performed for that year by an independent Certified Public Accountant. Further, if applicable, within 30 days of the effective date of this Agreement, the Subrecipient must submit to DBHDS' Federal Grants Manager a written statement of exemptions to the single audit requirement and a copy of the most recent audited financial statement along with any findings and corrective action plans.

Should an audit by authorized state or federal official result in disallowance of amounts previously paid to the Subrecipient, the Subrecipient shall reimburse the pass-Through Agency upon demand.

Pursuant to 45 CFR 75.361, the Subrecipient shall retain all books, records, and other documents relative to this agreement for three (3) years from the date of the final expenditure report provided by the Department. In the event that any litigation, claim, or audit is initiated prior to the expiration of the 3 year period, all records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. DBHDS, its authorized agents, and/or federal or state auditors shall have full access to and the right to examine any of said materials during said period.

13. **Standards for Documentation of Personnel Expenses:** The Subrecipient shall comply with 2 CFR 200.430 and 45 CFR 75.430 Compensation-Personal Services and 2 CFR 200.431 and 45 CFR 75.431 Compensation-Fringe Benefits as required by the Federal Office of Management and Budget (OMB) Circular 2 CFR 200 (Cost Principles for State, Local and Indian Tribal Government). Per Standards for Documentation of Personnel Expenses 45 CFR 75.430(x)(3) in accordance with Department of Labor regulations implementing the Fair Labor Standards Act (FLSA) (29 CFR Part 516), charges for the salaries and wages of nonexempt employees, in addition to the supporting documentation described in this section (45 CFR 75.430), must also be supported by records indicating the total number of hours worked each day. As a result, all nonexempt employees paid in whole or in part from grant funds should prepare a timesheet indicating the hours worked on each specific project for each pay period. Based on these times sheets and hourly payroll cost for each employee, a statement indicating the distribution of payroll charges should be prepared and placed in the appropriate files and shall be made available for inspection.
17. **Accounting Records and Disclosures:** The Subrecipient must maintain records which adequately identify the source and application of funds provided for financially assisted activities, including awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The Subrecipient should expect that the Recipient and SAMHSA may conduct a financial compliance audit and on-site program review of this project.
18. **Federal Funding Accountability and Transparency Act (FFATA):** The Subrecipient will meet the following conditions in compliance with FFATA:
 - a) Maintain registration in the federal System Award Management (SAM) throughout the duration of this project, or at least five years;
 - b) Maintain a DUNS number and share it with DBHDS;
 - c) Provide address for primary Virginia service location(s), including nine digit zip code;
 - d) Provide Executive compensation information for five most highly compensated officers if all of the following apply:
 - i. The organization receives more than 80 percent of its annual gross revenues in Federal awards,
 - ii. The organization receives \$25,000,000 or more in annual gross revenues from Federal awards,

Exhibit F: Federal Grant Compliance Requirements

- iii. Executive compensation has not previously been reported to any Federal Agency through any other reporting system.
19. **Mandatory Disclosures**: Pursuant to 45 CFR 75.113, the Subrecipient must report to the pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. These reports must be made in writing in a timely manner.
20. **English Language**: All communication between the pass-through entity and the Subrecipient must be in the English language and must utilize the terms of U.S. dollars. Information may be translated into other languages. Where there is inconsistency in meaning between the English language and other languages, the English language meaning shall prevail.
21. **Restrictions on Lobbying**: Pursuant to 45 CFR 75.215, no portion of these funds may be used to engage in activities that are intended to support or defeat the enactment of legislation before the Congress or Virginia General Assembly, or any local legislative body, or to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any federal, state or local government, except in presentation to the executive branch of any State or local government itself. No portion of these funds can be used to support any personnel engaged in these activities. These prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
22. **Confidentiality of Alcohol and Drug Abuse Patient Records**: Regulations specified in 42 CFR Part 2 are applicable to any information about patients that are participating in a “program” as defined in 42 CFR 2.11 if the program is federally assisted in any manner (42 CFR 2.2b(1)(2)). Information may only be disclosed in accordance with 42 CFR Part 2, and the Subrecipient is responsible for assuring security and confidentiality of all electronically transmitted patient material.
23. **Intangible Property Rights** (Pursuant to 2 CFR 200.315 and 45 CFR 75.322):
 - i. Title to intangible property acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally authorized purpose, and must not encumber the property without approval of the Federal awarding agency (SAMHSA). When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 CFR 200.313(e) and 45 CFR 75.320(e).
 - ii. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes and to authorize others to do so.
 - iii. The non-Federal entity is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401.
 - iv. The Federal Government has the right to: 1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal Award; and 2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
 - v. Freedom of Information Act:
 - i. In response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under a Federal award that were used by the

Exhibit F: Federal Grant Compliance Requirements

Federal Government in developing an agency action that has the force and effect of law, the HHS awarding agency must request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the HHS awarding agency obtains the research data solely in response to a FOIA request, the HHS awarding agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Federal agency and the non-Federal entity. This fee is in addition to any fees the HHS awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

- ii. Published research findings means when:
 - a. Research findings are published in a peer-reviewed scientific or technical journal; or
 - b. A Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law. “Used by the Federal Government in developing an agency action that has the force and effect of law” is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.
- iii. Research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: Preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This “recorded” material excludes physical objects (e.g., laboratory samples). Research data also do not include:
 - a. Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and
 - b. Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.
- vi. The requirements set forth in paragraph (v)(i) of this section do not apply to commercial organizations.
- vii. The pass-through agency reserves the irrevocable right to utilize any Intangible Property described above, royalty-free, for the completion of the terms of this Grant and Agreement.

24. **Crediting Grant on Publications and Conference Materials:** Conference materials and other publications funded by this agreement must include language that conveys the following:
 - i. The publication, event or conference was funded [in part or in whole] by SAMHSA Grant #[APPLICABLE GRANT NUMBER MUST BE PROVIDED];
 - ii. The views expressed in written materials or by conference speakers and moderators do not necessarily reflect the official policies of the U.S. Department of Health and Human Services or the Executive Branch of the Commonwealth of Virginia;
 - iii. Mention of trade names, commercial practices or organizations does not imply endorsement by the U.S. Government or the Commonwealth of Virginia.
25. **Trafficking Victims Protection Act:** This agreement is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). See <http://www.samhsa.gov/grants/grants-management/policies-regulations/additional-directives>.
26. **National Historical Preservation Act and Executive Order 13287, Preserve America:** The Subrecipient must comply with this federal legislation and executive order.

Exhibit F: Federal Grant Compliance Requirements

27. **Executive Order 13410 Promoting Quality and Efficient Health Care in Federal Government Administered or Sponsored Health Care Programs**: In the exchange of patient level health information to external entities, the Subrecipient must:
- i. Use recognized health information interoperability standards at the time of any HIT system update, acquisition, or implementation, in all relevant information technology systems supported, in whole or in part, through this agreement; and
 - ii. Use Electronic Health Record systems (EHRs) that are certified by agencies authorized by the Office of the National Coordinator for Health Information Technology (ONC), or that will be certified during the life of this agreement.
28. **Welfare-to-Work**: The Subrecipient is encouraged to hire welfare recipients and to provide additional needed training and mentoring as needed.
29. **Applicable Laws and Courts**: This agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Subrecipient shall comply with all applicable federal, state and local laws, rules and regulations.
30. **Drug Free Workplace**: During the performance of this agreement, the Subrecipient agrees to 1) provide a drug-free workplace for the Subrecipient's employees; 2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition; 3) state in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace; and 4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
31. **Confidentiality of Alcohol and Drug Abuse Patient Records**: Pursuant to 45 CFR 2 all project patients' records are confidential and may be disclosed and used only in accordance with 42 CFR 2. The Subrecipient is responsible for assuring compliance with these regulations and principles including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.
32. **Prohibition on the use of Marijuana for Treatment**: Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to "ensure that federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.
33. **Accessibility Provisions**: The Subrecipient must administer their programs in compliance with Federal civil rights law. This means that the Subrecipient must ensure equal access to their programs without regard to a person's race, color, national origin, disability, age, and in some circumstances, sex and religion. This includes ensuring the programs are accessible to persons with limited English proficiency.

Exhibit F: Federal Grant Compliance Requirements

34. **Immigration Reform and Control Act of 1986**: By entering into a written agreement with the Commonwealth of Virginia, the Subrecipient certifies that the Subrecipient does not, and shall not during the performance of the agreement for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
35. **Same-Sex Marriage Requirements**: Consistent with HHS policy and the purposes of SAMHSA programs, same-sex spouses/marriages are to be recognized in this program. This means that, as a recipient of these funds you are required to treat as valid the marriages of same-sex couples whose marriage was legal when entered into. This applies regardless of whether the couple now lives in a jurisdiction that recognizes same-sex marriage or a jurisdiction that does not recognize same-sex marriage. Any same-sex marriage legally entered into in one of the 50 states, the District of Columbia, a U.S. territory or a foreign country will be recognized. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under state law as something other than a marriage.
36. **Intent to Utilize Funding to Enter into a Procurement/Contractual Relationship**: If the Subrecipient utilizes any of these funds to contract for any goods or services, the Subrecipient must ensure that the resultant contract complies with the terms of Appendix II, 45 C.F.R. 75 which governs the contractual provisions for non-federal entity contracts under federal awards issued by the Department of Health and Human Services.
37. **Compliance with Federal Regulations/Statute/Policy**: The Subrecipient agrees to enforce, administer, and comply with any applicable federal regulations, statutes, or policies that are not otherwise mentioned in this agreement including 2 C.F.R. § 200, 45 C.F.R. § 75, the Department of Health and Human Services Grant Policy Statement, SAMHSA Grant Administration Policies and Regulations, the relevant Funding Opportunity Announcement (FOA), relevant Notice of Award (NOA), or any other source.
38. **Equal Treatment for Faith-Based Organizations**: The Subrecipient assures that it is and will continue to be in full compliance with the applicable provisions of 45 CFR Part 54, Charitable Choice Regulations, and 45 CFR Part 87, Equal Treatment for Faith- Based Organizations Regulations, in its receipt and use of federal Mental Health Services and SABG funds and federal funds for Projects for Assistance in Transitions from Homelessness programs. The regulations prohibit discrimination against religious organizations, provide for the ability of religious organizations to maintain their religious character, and prohibit religious organizations from using federal funds to finance inherently religious activities.

III. Federal Grant Specific Requirements

There are additional requirements to the grants included in Section IV of this Exhibit that are not universal to all grants that DBHDS administers. Included below, by grant name, is a list of the grant specific requirements as required by federal statute, regulation, and policy.

A. SAMHSA GRANTS

1. **State Opioid Response Grant (SUD Federal Opioid Response)**

Pursuant to the Notice of Award received by DBHDS and the Funding Opportunity Announcement (TI-18-015) associated with the State Opioid Response Grant, the following are requirements of the funding distributed to the Subrecipient as a result of this agreement.

- a. **Restrictions on Expenditures**: State Opioid Response Grant funds may not be used to:
 - i. Pay for any lease beyond the project period.

Exhibit F: Federal Grant Compliance Requirements

- ii. Pay for the purchase or construction of any building or structure to house any part of the program. (Applicants may request up to \$75,000 for renovations and alterations of existing facilities, if necessary and appropriate to the project.)
- iii. Provide residential or outpatient treatment services when the facility has not yet been acquired, sited, approved, and met all requirements for human habitation and services provision. (Expansion or enhancement of existing residential services is permissible.)
- iv. Provide detoxification services unless it is part of the transition to MAT with extended release naltrexone.
- v. Make direct payments to individuals to enter treatment or continue to participate in prevention or treatment services. Note: A recipient or treatment or prevention provider may provide up to \$30 non-cash incentive to individuals to participate in required data collection follow up. This amount may be paid for participation in each required follow-up interview.
- vi. Meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the Funding Opportunity Announcement. Grant funds may be used for light snacks, not to exceed \$3.00 per person.
- vii. Support non-evidence-based treatment approaches.
- viii. For services that can be supported through other accessible sources of funding such as other federal discretionary and formula grant funds, e.g. HHS (CDC, CMS, HRSA, and SAMHSA), DOJ (OJP/BJA) and non-federal funds, 3rd party insurance, and sliding scale self-pay among others.
- ix. To provide a grant or subaward to any agency which would deny any eligible client, patient, or individual access to their program because of their use of FDA-approved medications for the treatment of substance use disorders.
- x. To provide incentives to any health care professional for receipt of data waiver or any type of professional training development.
- xi. Directly or indirectly, purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental health disorders. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under and FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

b. Expenditure Guidelines:

- i. Grant funds:
 - a) Shall be used to fund services and practices that have a demonstrated evidence-base, and that are appropriate for the population(s) of focus.
 - b) For treatment and recovery support services grant funds shall only be utilized to provide services to individuals with a diagnosis of an opioid use disorder or to individuals with a demonstrated history of opioid overdose problems.
 - c) May only fund FDA approved products.

Exhibit F: Federal Grant Compliance Requirements

c. Limitations on Reimbursements: Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date of this agreement, or following 40 days after the end of the Period of Performance provided on the initial signature page of Exhibit D.

DBHDS shall only reimburse or otherwise compensate the Subrecipient for documented expenditures incurred during this period that are: 1) reasonable and necessary to carry out the agreed upon scope of service outlined in Exhibit D, 2) documented by contracts or other evidence of liability consistent with established DBHDS and Subrecipient procedures; and 3) incurred in accordance with all applicable requirements for the expenditure of funds payable under this agreement

d. Closeout: Final payment request(s) under this Agreement must be received by DBHDS no later than thirty (30) days from the end of the Period of Performance referenced in the Exhibit D. No payment request will be accepted by DBHDS after this date without authorization from DBHDS. The Subrecipient may continue to expend retained funds until 40 days after the end of the Period of Performance to pay for unliquidated obligations as defined in this agreement

Any funds remaining unexpended and unobligated at the end of the Period of Performance shall be returned to DBHDS within 30 days of the end of the Period of Performance. Any funds distributed to the Subrecipient by the pass-through entity that remain unexpended by 40 days after the end of the Period of Performance shall be returned to DBHDS. The Subrecipient will send these funds to DBHDS by no later than the end of the 75th day after the end of the Performance Period. Unexpended funds should be returned in the form of a check made payable to the Treasurer of Virginia and sent to:

DBHDS

PO Box 1797

Richmond, VA 23218-1797

C/O Ramona Howell

Failure to return unexpended funds in a prompt manner may result in a denial of future federal Subrecipient awards from DBHDS.

In consideration of the execution of this agreement by DBHDS, the Subrecipient agrees that acceptance of final payment from DBHDS will constitute an agreement by the Subrecipient to release and forever discharge DBHDS, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this agreement. Subrecipient's obligations to DBHDS under this agreement shall not terminate until all closeout requirements are completed to the satisfaction of DBHDS. Such requirements shall include, without limitation, submitting final reports to DBHDS and providing any closeout-related information requested by DBHDS by the deadlines specified by DBHDS. This provision shall survive the expiration or termination of this agreement.

2. Substance Abuse Prevention and Treatment Block Grant (SUD FBG)

Pursuant to the Substance Abuse Prevention and Treatment Block Grant (SAPTBG) Funding Agreement and relevant federal statutes, the following are requirements of the funding distributed to the Subrecipient as a result of this agreement.

a. **Restrictions on Expenditures:** No SAPTBG funds may not be used for any of the following purposes:

Exhibit F: Federal Grant Compliance Requirements

- i. To provide inpatient hospital services unless it has been determined, in accordance with the guidelines issued by the Secretary of Health and Human Services, that such treatment is a medical necessity for the individual involved and that the individual cannot be effectively treated in a community-based, non-hospital, residential program of treatment;
 - ii. To make cash payments to intended recipients of health services;
 - iii. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling with DBHDS, Federal Grants Manager approval) any building or other facility, or purchase major medical equipment as defined in the Defined Terms section of this Exhibit.
 - iv. To satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds; or
 - v. To provide financial assistance to any entity other than a public or non-profit entity.
 - vi. To carry out any program that provides individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for acquired immune deficiency syndrome. (42 US Code § 300x-31(a))
- b. **Grant Guidelines:**
1. In the case of an individual for whom grant funds are expended to provide inpatient hospital services, as outlined above (A.a.), the Subrecipient shall not incur costs that are in excess of the comparable daily rate provided for community-based, non-hospital, residential programs of treatment for substance abuse (42 US Code § 300x-31(b)(2)).
 2. No entity receiving SAPTBG funding may participate in any form of discrimination on the basis of age as defined under the Age Discrimination Act of 1975 (42 US Code § 6101), on the basis of handicap as defined under section 504 of the Rehabilitation Act of 1973 (29 US Code § 794), on the basis of sex as defined under Title IX of the Education Amendments of 1972 (20 US Code § 1681) or on the basis of race, color, or national origin as defined under Title VI of the Civil Rights Act of 1964 (42 US Code § 2000) (42 US Code § 300x-57(a)(1)).
 3. No person shall on the ground of sex, or on the ground of religion, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity funded in whole or in part with funds made available under section 300x or 300x-21 of title 42 US Code (42 US Code § 300x-57(a)(2)).
 4. The Subrecipient agrees to comply with the provisions of the Hatch Act (5 US Code § 1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
 5. The Subrecipient will comply, as applicable with the provisions of the Davis-Bacon Act (40 US Code § 276(a) – 276(a)-7), the Copeland Act (40 US Code § 276(c) and 18 US Code § 874), and the Contract Work Hours and Safety Standards Act (40 US Code § 327-333), regarding labor standards for federally assisted construction subagreements.
- c. **Limitations on Reimbursements:** Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided following the end of the Period of Performance provided in Exhibit D.

DBHDS shall only reimburse or otherwise compensate the Subrecipient for documented expenditures incurred during this period that are: 1) reasonable and necessary to carry out the agreed upon scope of service outlined in Exhibit D, 2) documented by contracts or other evidence of liability consistent with established DBHDS and Subrecipient procedures; and 3) incurred in accordance with all applicable requirements for the expenditure of funds payable under this agreement.

Exhibit F: Federal Grant Compliance Requirements

- d. **Closeout:** Final payment request(s) under this Agreement must be received by DBHDS no later than thirty (30) days prior to the end of the Period of Performance referenced in the Exhibit D. No payment request will be accepted by DBHDS after this date without authorization from DBHDS. The Subrecipient may continue to expend retained funds until the end of the Period of Performance to pay for remaining allowable costs.

Any funds remaining unexpended at the end of the Period of Performance shall be returned to DBHDS within 30 days of the end of the Period of Performance. Unexpended funds should be returned in the form of a check made payable to the Treasurer of Virginia and sent to:

DBHDS

PO Box 1797

Richmond, VA 23218-1797

C/O Ramona Howell

Failure to return unexpended funds in a prompt manner may result in a denial of future federal Subrecipient awards from DBHDS.

In consideration of the execution of this agreement by DBHDS, the Subrecipient agrees that acceptance of final payment from DBHDS will constitute an agreement by the Subrecipient to release and forever discharge DBHDS, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this agreement. Subrecipient's obligations to DBHDS under this agreement shall not terminate until all closeout requirements are completed to the satisfaction of DBHDS. Such requirements shall include, without limitation, submitting final reports to DBHDS and providing any closeout-related information requested by DBHDS by the deadlines specified by DBHDS. This provision shall survive the expiration or termination of this agreement.

3. Community Mental Health Services Block Grant (MH FBG)

Pursuant to the Community Mental Health Services Block Grant (CMHSBG) Funding Agreement and relevant federal statutes, the following are requirements of the funding distributed to the Subrecipient as a result of this agreement.

- a. **Restrictions on Expenditures:** CMHSBG funds may not be used for any of the following purposes:
1. To provide inpatient services;
 2. To make cash payments to intended recipients of health services;
 3. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling with DBHDS, Federal Grants Manager approval) any building or other facility, or purchase major medical equipment (as defined in the Definitions section of this Exhibit);
 4. To satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds; or
 5. To provide financial assistance to any entity other than a public or non-profit entity. (42 US Code § 300x-5(a))
- b. **Grant Guidelines:**
1. No entity receiving CMHSBG funding may participate in any form of discrimination on the basis of age as defined under the Age Discrimination Act of 1975 (42 US Code § 6101), on the basis of handicap as defined under section 504 of the Rehabilitation Act of 1973 (29 US Code § 794), on the basis of sex as defined under Title IX of the Education Amendments of 1972 (20 US Code § 1681) or

Exhibit F: Federal Grant Compliance Requirements

on the basis of race, color, or national origin as defined under Title VI of the Civil Rights Act of 1964 (42 US Code § 2000) (42 US Code § 300x-57(a)(1)).

2. No person shall on the ground of sex, or on the ground of religion, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity funded in whole or in part with funds made available under section 300x or 300x-21 of title 42 US Code (42 US Code § 300x-57(a)(2)).
 3. The Subrecipient must provide the services through appropriate, qualified community programs, which may include community mental health centers, child mental-health programs, psychosocial rehabilitation programs, mental health peer-support programs, and mental-health primary consumer-directed programs. Services may be provided through community mental health centers only if the centers provide: 1) Services principally to individuals residing in a defined geographic area (hereafter referred to as a “service area”); 2) Outpatient services, including specialized outpatient services for children, the elderly, individuals with a Serious Mental Illness (SMI), and residents of the service areas of the center who have been discharged from inpatient treatment at a mental health facility; 3) 24-hour-a-day emergency care services; 4) Day treatment or other partial hospitalization services, or psychosocial rehabilitation services; 5) Screening for patients being considered for admission to state mental health facilities to determine the appropriateness of such admission; 6) Services within the limits of the capacities of the centers, to any individual residing or employed in the service area of the center regardless of ability to pay; and 7) Services that are accessible promptly, as appropriate, and in a manner which preserves human dignity and assures continuity of high quality care (42 US Code § 300x-2(c)).
 4. The Subrecipient agrees to comply with the provisions of the Hatch Act (5 US Code § 1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
 5. The Subrecipient will comply, as applicable with the provisions of the Davis-Bacon Act (40 US Code § 276(a) – 276(a)-7), the Copeland Act (40 US Code § 276(c) and 18 US Code § 874), and the Contract Work Hours and Safety Standards Act (40 US Code § 327-333), regarding labor standards for federally assisted construction subagreements.
 6. Treatment and competency restoration services may be provided to individuals with a serious mental illness or serious emotional disturbance who are involved with the criminal justice system or during incarceration.
- c. **Limitations on Reimbursements:** Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided following the end of the Period of Performance provided in Exhibit D.

DBHDS shall only reimburse or otherwise compensate the Subrecipient for documented expenditures incurred during this period that are: 1) reasonable and necessary to carry out the agreed upon scope of service outlined in Exhibit D, 2) documented by contracts or other evidence of liability consistent with established DBHDS and Subrecipient procedures; and 3) incurred in accordance with all applicable requirements for the expenditure of funds payable under this agreement.

- d. **Closeout:** Final payment request(s) under this Agreement must be received by DBHDS no later than thirty (30) days prior to the end of the Period of Performance referenced in the Exhibit D. No payment request will be accepted by DBHDS after this date without authorization from DBHDS. The Subrecipient may continue to expend retained funds until the end of the Period of Performance to pay for remaining allowable costs.

Exhibit F: Federal Grant Compliance Requirements

Any funds remaining unexpended at the end of the Period of Performance shall be returned to DBHDS within 30 days of the end of the Period of Performance. Unexpended funds should be returned in the form of a check made payable to the Treasurer of Virginia and sent to:

DBHDS

PO Box 1797

Richmond, VA 23218-1797

C/O Ramona Howell

Failure to return unexpended funds in a prompt manner may result in a denial of future federal Subrecipient awards from DBHDS.

In consideration of the execution of this agreement by DBHDS, the Subrecipient agrees that acceptance of final payment from DBHDS will constitute an agreement by the Subrecipient to release and forever discharge DBHDS, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this agreement. Subrecipient's obligations to DBHDS under this agreement shall not terminate until all closeout requirements are completed to the satisfaction of DBHDS. Such requirements shall include, without limitation, submitting final reports to DBHDS and providing any closeout-related information requested by DBHDS by the deadlines specified by DBHDS. This provision shall survive the expiration or termination of this agreement.

4. Projects for Assistance in Transition from Homelessness (PATH)

Pursuant to the Notice of Award received by DBHDS, Funding Opportunity Announcements (SM-19-F2 and SM-20-F2), and relevant statutes associated with the Project for Assistance in Transition from Homelessness (PATH) Grant, the following are requirements of the funding distributed to the Subrecipient as a result of this agreement.

- a. **Restrictions on Expenditures:** PATH funds may not be used for any of the following purposes:
 1. To support emergency shelters or construction of housing facilities;
 2. For inpatient psychiatric treatment costs or inpatient substance use disorder treatment costs; or
 3. To make cash payments to intended recipients of mental health or substance use disorder services (42 U.S. Code § 290cc-22(g)).
 4. For lease arrangements in association with the proposed project utilizing PATH funds beyond the project period nor may the portion of the space leased with PATH funds be used for purposes not supported by the grant.

- b. **Grant Guidelines:**
 1. All funds shall be used for the purpose of providing the following:
 - i. Outreach services;
 - ii. Screening and diagnostic treatment services;
 - iii. Habilitation and rehabilitation services;
 - iv. Community mental health services;
 - v. Alcohol or drug treatment services;
 - vi. Staff training including the training of individuals who work in shelters, mental health clinics, substance use disorder programs, and other sites where homeless individuals require services;
 - vii. Case management services including:
 1. Preparing a plan for the provision of community mental health services to the eligible homeless individual involved and reviewing such plan not less than once every three months;

Exhibit F: Federal Grant Compliance Requirements

2. Providing assistance in obtaining and coordinating social and maintenance services for the eligible homeless individuals, including services relating to daily living activities, personal financial planning, transportation services, and habilitation and rehabilitation services, prevocational and vocational services, and housing services;
 3. Providing assistance to the eligible homeless individual in obtaining income support services, including housing assistance, supplemental nutrition assistance program benefits, and supplemental security income benefits;
 4. Referring the eligible homeless individual for such other services as may be appropriate; and
 5. Providing representative payee services in accordance with section 1631(a)(2) of the Social Security Act (42 U.S. Code § 1383(a)(2)) if the eligible homeless individual is receiving aid under Title XVI of such act (42 U.S. Code § 1381 et seq.) and if the applicant is designated by the Secretary to provide such services;
- viii. Supportive and supervisory services in residential settings;
 - ix. Referrals for primary health services, job training, educational services, and relevant housing services;
 - x. Minor renovation, expansion, and repair of housing (as defined in the Definitions section of this Exhibit);
 - xi. Planning of housing;
 - xii. Technical assistance in applying for housing assistance;
 - xiii. Improving the coordination of housing services;
 - xiv. Security deposits;
 - xv. The costs associated with matching eligible homeless individuals with appropriate housing situations;
 - xvi. One-time rental payments to prevent eviction;
 - xvii. Other appropriate services as determined by the Secretary of Health and Human Services (42 U.S. Code § 290cc-22(b)).
2. All funds shall only be utilized for providing the services outlined above to individuals who:
 - i. Are suffering from a serious mental illness; or
 - ii. Are suffering from a serious mental illness and from a substance use disorder; and
 - iii. Are homeless or at imminent risk of becoming homeless (42 U.S. Code § 290cc-22(a)).
 3. Funding may not be allocated to an entity that:
 - i. Has a policy of excluding individuals from mental health services due to the existence or suspicion of a substance use disorder; or
 - ii. Has a policy of excluding individuals from substance use disorder services due to the existence or suspicion of mental illness (42 U.S. Code § 290cc-22(e)).
 4. Match amounts agreed to with DBHDS may be:
 - i. Cash;
 - ii. In-kind contributions, that are fairly evaluated, including plant, equipment, or services.Amounts provided by the federal government or services assisted or subsidized to any significant extent by the Federal Government, shall not be included in determining the amount of match (42 U.S. Code § 290cc-23(b)).
5. Subrecipients may not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S. Code § 6101 et seq.), on the basis of handicap under section 504 of the Rehabilitation Act of 1973 (29 U.S. Code § 794), on the basis of sex under Title IX of the Education Amendments of 1972 (20 U.S. Code § 1681 et seq.), or on the basis of race, color, or national origin under Title VI of the Civil Rights Act of 1964 (42 U.S. Code § 2000d et seq.)(42 U.S. Code § 290cc-33(a)(1)).
 6. The Subrecipient shall not exclude from participation in, deny benefits to, or discriminate against any individuals that are otherwise eligible to participate in any program or activity funded from the PATH grant (42 U.S. Code § 290cc-33(a)(2)).
- c. **Limitations on Reimbursements:** Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided following the end of the Period of Performance provided in Exhibit D.

Exhibit F: Federal Grant Compliance Requirements

DBHDS shall only reimburse or otherwise compensate the Subrecipient for documented expenditures incurred during this period that are: 1) reasonable and necessary to carry out the agreed upon scope of service outlined in Exhibit D, 2) documented by contracts or other evidence of liability consistent with established DBHDS and Subrecipient procedures; and 3) incurred in accordance with all applicable requirements for the expenditure of funds payable under this agreement.

- d. **Closeout:** Final payment request(s) under this Agreement must be received by DBHDS no later than thirty (30) days from the end of the Period of Performance referenced in the Exhibit D. No payment request will be accepted by DBHDS after this date without authorization from DBHDS. The Subrecipient may continue to expend retained funds until 365 days after the end of the Period of Performance to pay for remaining allowable costs.

Any funds remaining unexpended and unobligated at the end of the Period of Performance shall be returned to DBHDS within 30 days of the end of the Period of Performance. Any funds distributed to the Subrecipient by the pass-through entity that remain unexpended by 365 days after the end of the Period of Performance shall be returned to DBHDS. The Subrecipient will send these funds to DBHDS by no later than the end of the 395th day after the end of the Performance Period. Unexpended funds should be returned in the form of a check made payable to the Treasurer of Virginia and sent to:

DBHDS

PO Box 1797

Richmond, VA 23218-1797

C/O Ramona Howell

Failure to return unexpended funds in a prompt manner may result in a denial of future federal Subrecipient awards from DBHDS.

In consideration of the execution of this agreement by DBHDS, the Subrecipient agrees that acceptance of final payment from DBHDS will constitute an agreement by the Subrecipient to release and forever discharge DBHDS, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this agreement. Subrecipient's obligations to DBHDS under this agreement shall not terminate until all closeout requirements are completed to the satisfaction of DBHDS. Such requirements shall include, without limitation, submitting final reports to DBHDS and providing any closeout-related information requested by DBHDS by the deadlines specified by DBHDS. This provision shall survive the expiration or termination of this agreement.

5. Strategic Prevention Framework Partnerships For Success (SPF-PFS) Grant

Pursuant to the Notice of Award received by DBHDS and the Funding Opportunity Announcement (SP-15-003) associated with the Strategic Prevention Framework Partnerships for Success Grant, the following are requirements of the funding distributed to the Subrecipient as a result of this agreement.

- a. **Restrictions on Expenditures:** SPF-PFS Grant funds may not be used for any of the following purposes:
1. Pay for any lease beyond the project period.
 2. Provide services to incarcerated populations (defined as those persons in jail, prison, detention facilities, or in custody where they are not free to move about in the community).
 3. Pay for the purchase or construction of any building or structure to house any part of the program. (Subrecipients may request up to \$75,000 for renovations and alterations of existing facilities, if necessary and appropriate to the project.)

Exhibit F: Federal Grant Compliance Requirements

4. Pay for housing other than residential mental health and/or substance use disorder treatment.
 5. Provide residential or outpatient treatment services when the facility has not yet been acquired, sited, approved, and met all requirements for human habitation and services provision. (Expansion or enhancement of existing residential services is permissible.)
 6. Provide inpatient treatment or hospital-based detoxification services. Residential services are not considered to be inpatient or hospital-based services.
 7. Only allowable costs associated with the use of federal funds are permitted to fund EBPs. Other sources of funds may be used for unallowable costs (e.g. meals, sporting events, entertainment). Other support is defined as funds or resources, whether federal, non-federal or institutional, in direct support of activities through fellowships, gifts, prizes, or in-kind contributions.
 8. Make direct payments to individuals to induce them to enter prevention or treatment services. However, grant funds may be used for non-clinical support services (e.g. bus tokens, child care) designed to improve access to and retention in prevention and treatment programs.
 9. Make direct payments to individuals to encourage attendance and/or attainment of prevention or treatment goals. However, grant funds may be used for non-cash incentives of up to \$30 to encourage attendance and/or attainment of prevention or treatment goals when the incentives are built into the program design and when the incentives are the minimum amount that is deemed necessary to meet program goals. SAMHSA policy allows an individual participant to receive more than one incentive over the course of the program. However, non-cash incentives should be limited to the minimum number of times deemed necessary to achieve program outcomes. A grantee or treatment or prevention provider may also provide up to \$30 cash or equivalent (coupons, bus tokens, gifts, child care, and vouchers) to individuals as incentives to participate in required data collection follow-up. This amount may be paid for participation in each required interview.
 10. Meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the Performance Contract. Grant funds may be used for light snacks, not to exceed \$2.50 per person.
 11. Funds may not be used to distribute sterile needles or syringes for the hypodermic injection of any illegal drug.
 12. Pay for pharmacologies for HIV antiretroviral therapy, Sexually Transmitted Diseases (STD)/Sexually Transmitted Illnesses (STI), TB, and hepatitis B and C, or for psychotropic drugs.
- b. **Grant Guidelines:**
1. Subrecipients must use the grant money to fund comprehensive, data-driven substance disorder use prevention strategies to continue to accomplish the following goals:
 - i. Prevent the onset and reduce the progression of substance use disorder;
 - ii. Reduce substance use disorder-related problems;
 - iii. Strengthen prevention capacity/infrastructure at the state, tribal, and community levels and;
 - iv. Leverage, redirect and align state/tribal-wide funding streams and resources for prevention.
- c. **Limitations on Reimbursements:** Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided following the end of the Period of Performance provided in Exhibit D.
- DBHDS shall only reimburse or otherwise compensate the Subrecipient for documented expenditures incurred during this period that are: 1) reasonable and necessary to carry out the agreed upon scope of service outlined in Exhibit D, 2) documented by contracts or other evidence of liability consistent with established DBHDS and Subrecipient procedures; and 3) incurred in accordance with all applicable requirements for the expenditure of funds payable under this agreement.
- d. **Closeout:** Final payment request(s) under this Agreement must be received by DBHDS no later than thirty (30) days from the end of the Period of Performance referenced in the Exhibit D. No payment request will be accepted by DBHDS after this date without authorization from DBHDS. The Subrecipient may continue to expend retained funds until 40 days after the end of the Period of Performance to pay for unliquidated obligations as defined in this agreement

Exhibit F: Federal Grant Compliance Requirements

Any funds remaining unexpended and unobligated at the end of the Period of Performance shall be returned to DBHDS within 30 days of the end of the Period of Performance. Any funds distributed to the Subrecipient by the pass-through entity that remain unexpended by 40 days after the end of the Period of Performance shall be returned to DBHDS. The Subrecipient will send these funds to DBHDS by no later than the end of the 75th day after the end of the Performance Period. Unexpended funds should be returned in the form of a check made payable to the Treasurer of Virginia and sent to:

DBHDS
PO Box 1797
Richmond, VA 23218-1797
C/O Ramona Howell

Failure to return unexpended funds in a prompt manner may result in a denial of future federal Subrecipient awards from DBHDS.

In consideration of the execution of this agreement by DBHDS, the Subrecipient agrees that acceptance of final payment from DBHDS will constitute an agreement by the Subrecipient to release and forever discharge DBHDS, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this agreement. Subrecipient's obligations to DBHDS under this agreement shall not terminate until all closeout requirements are completed to the satisfaction of DBHDS. Such requirements shall include, without limitation, submitting final reports to DBHDS and providing any closeout-related information requested by DBHDS by the deadlines specified by DBHDS. This provision shall survive the expiration or termination of this agreement.

6. Young Adult Substance Abuse Treatment Implementation Grant

Pursuant to the Notice of Award received by DBHDS and the Funding Opportunity Announcement (TI-17-002) associated with the Youth Treatment Implementation Grant, the following are requirements of the funding distributed to the Subrecipient as a result of this agreement.

- a. **Restrictions on Expenditures:** Young Adult Substance Abuse Treatment Implementation Grant funds may not be used for any of the following purposes:
1. Pay for any lease beyond the project period.
 2. Provide services to incarcerated populations (defined as those persons in jail, prison, detention facilities, or in custody where they are not free to move about in the community).
 3. Pay for the purchase or construction of any building or structure to house any part of the program. (Subrecipients may request up to \$75,000 for renovations and alterations of existing facilities, if necessary and appropriate to the project.)
 4. Pay for housing other than residential mental health and/or substance use disorder treatment.
 5. Provide residential or outpatient treatment services when the facility has not yet been acquired, sited, approved, and met all requirements for human habitation and services provision. (Expansion or enhancement of existing residential services is permissible.)
 6. Provide inpatient treatment or hospital-based detoxification services. Residential services are not considered to be inpatient or hospital-based services.
 7. Only allowable costs associated with the use of federal funds are permitted to fund EBPs. Other sources of funds may be used for unallowable costs (e.g. meals, sporting events, entertainment). Other support is defined as funds or resources, whether federal, non-federal or institutional, in direct support of activities through fellowships, gifts, prizes, or in-kind contributions.
 8. Make direct payments to individuals to induce them to enter prevention or treatment services. However, grant funds may be used for non-clinical support services (e.g. bus tokens, child care) designed to improve access to and retention in prevention and treatment programs.

Exhibit F: Federal Grant Compliance Requirements

9. Make direct payments to individuals to encourage attendance and/or attainment of prevention or treatment goals. However, grant funds may be used for non-cash incentives of up to \$30 to encourage attendance and/or attainment of prevention or treatment goals when the incentives are built into the program design and when the incentives are the minimum amount that is deemed necessary to meet program goals. SAMHSA policy allows an individual participant to receive more than one incentive over the course of the program. However, non-cash incentives should be limited to the minimum number of times deemed necessary to achieve program outcomes. A grantee or treatment or prevention provider may also provide up to \$30 cash or equivalent (coupons, bus tokens, gifts, child care, and vouchers) to individuals as incentives to participate in required data collection follow-up. This amount may be paid for participation in each required interview.
 10. Meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the Performance Contract. Grant funds may be used for light snacks, not to exceed \$3.00 per person.
 11. Consolidated Appropriations Act, 2016, Division H states, SEC. 520, notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug. Provided, that such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant state or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the state or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with state and local law.
 12. Pay for pharmacologies for HIV antiretroviral therapy, Sexually Transmitted Diseases (STD)/Sexually Transmitted Illnesses (STI), TB, and hepatitis B and C, or for psychotropic drugs.
- b. **Grant Guidelines:**
1. Funds must be used to improve capacity to increase access to treatment and to improve the quality of treatment for adolescents and transitional youth aged 16-25, and their families/primary caregivers through:
 - i. Expanding and enhancing SUD treatment services for adolescents and transitional youth aged 16-25;
 - ii. Involving families, adolescents, and transitional aged youth at the state/territorial/tribal/local levels to inform policy, program, and effective practice;
 - iii. Expanding the qualified workforce;
 - iv. Disseminating Evidence-Based Practices (EBPs);
 - v. Developing funding and payment strategies that support EBPs in the current funding environment; and
 - vi. Improving interagency collaboration.
 2. Subrecipients must address each of the following required activities:
 - i. Provide outreach and other engagement strategies to increase participation in, and provide access to, treatment for diverse populations (i.e. ethnic, racial, sexual orientation, gender identity, etc.).
 - ii. Provide direct treatment including screening, assessment, care management, and recovery support for diverse populations at risk. Treatment must be provided in outpatient, intensive outpatient, or day treatment settings. Clients must be screened and assessed for the presence of substance use disorders and/or co-occurring mental and substance use disorders, using an assessment instrument(s) that is evidence-based, and use the information obtained from the screening and assessment to develop appropriate treatment approaches for the persons identified as having such disorders.
 - iii. Provide youth recovery support services and supports (e.g. recovery coaching, vocational, educational, and transportation services) designed to support recovery and improve access and retention.
 - iv. Provide the EBPs in assessment(s) and treatment intervention(s), selected in consultation with DBHDS for the population of focus.

Exhibit F: Federal Grant Compliance Requirements

- v. Participate in a provider collaborative, managed by DBHDS, that, at a minimum, provides the following:
 1. Direct treatment for SUD and/or co-occurring substance use and mental disorders and recovery support services to the population of focus;
 2. Identifies and addresses common provider-level administrative challenges in providing substance abuse treatment and recovery support services to the population of focus;
 3. Develops and implements a common continuous quality improvement/quality assurance plan across the providers in the collaborative to improve the services provided;
 4. Identifies and addresses common barriers faced by the population of focus in accessing services; and
 5. Promotes coordination and collaboration with family support organizations to assist in the development of peer support services and strengthen services for the population of focus who have, or are at risk of SUD and/or co-occurring substance use and mental disorders.
3. Subrecipients must screen and assess clients for the presence of SUD and/or co-occurring mental and substance use disorders and use the information obtained from the screening and assessment to develop appropriate treatment approaches for the persons identified as having such co-occurring disorders.
4. Subrecipients must utilize third party and other revenue realized from the provision of services to the extent possible and use Youth Treatment Implementation Grant funds only for services to individuals who are not covered by public or commercial eHealth insurance programs, individuals for whom coverage has been formally determined to be unaffordable, or for services that are not sufficiently covered by an individual's health insurance plan. Subrecipients are also expected to facilitate the health insurance application and enrollment process for eligible uninsured clients. Subrecipients should also consider other systems from which a potential service recipient may be eligible for services if appropriate for and desired by that individual to meet his/her needs. In addition, subrecipients are required to implement policies and procedures that ensure other sources of funding are utilized first when available for that individual.
- c. **Limitations on Reimbursements:** Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided following the end of the Period of Performance provided in Exhibit D.

DBHDS shall only reimburse or otherwise compensate the Subrecipient for documented expenditures incurred during this period that are: 1) reasonable and necessary to carry out the agreed upon scope of service outlined in Exhibit D, 2) documented by contracts or other evidence of liability consistent with established DBHDS and Subrecipient procedures; and 3) incurred in accordance with all applicable requirements for the expenditure of funds payable under this agreement.

- d. **Closeout:** Final payment request(s) under this Agreement must be received by DBHDS no later than thirty (30) days from the end of the Period of Performance referenced in the Exhibit D. No payment request will be accepted by DBHDS after this date without authorization from DBHDS. The Subrecipient may continue to expend retained funds until 40 days after the end of the Period of Performance to pay for unliquidated obligations as defined in this agreement

Any funds remaining unexpended and unobligated at the end of the Period of Performance shall be returned to DBHDS within 30 days of the end of the Period of Performance. Any funds distributed to the Subrecipient by the pass-through entity that remain unexpended by 40 days after the end of the Period of Performance shall be returned to DBHDS. The Subrecipient will send these funds to DBHDS by no later than the end of the 75th day after the end of the Performance Period. Unexpended funds should be returned in the form of a check made payable to the Treasurer of Virginia and sent to:

DBHDS

Exhibit F: Federal Grant Compliance Requirements

PO Box 1797
Richmond, VA 23218-1797
C/O Ramona Howell

Failure to return unexpended funds in a prompt manner may result in a denial of future federal Subrecipient awards from DBHDS.

In consideration of the execution of this agreement by DBHDS, the Subrecipient agrees that acceptance of final payment from DBHDS will constitute an agreement by the Subrecipient to release and forever discharge DBHDS, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this agreement. Subrecipient's obligations to DBHDS under this agreement shall not terminate until all closeout requirements are completed to the satisfaction of DBHDS. Such requirements shall include, without limitation, submitting final reports to DBHDS and providing any closeout-related information requested by DBHDS by the deadlines specified by DBHDS. This provision shall survive the expiration or termination of this agreement.

7. State Pilot Grant Program for Treatment for Pregnant and Postpartum Women (PPW)

Pursuant to the Notice of Award received by DBHDS and the Funding Opportunity Announcement (TI-17-016) associated with the PPW-PLT Grant, the following are requirements of the funding distributed to the Subrecipient as a result of this agreement.

- a. **Restrictions on Expenditures:** PPW Grant funds may not be used for any of the following purposes:
1. Pay for any lease beyond the project period.
 2. Provide services to incarcerated populations (defined as those persons in jail, prison, detention facilities, or in custody where they are not free to move about in the community).
 3. Pay for the purchase or construction of any building or structure to house any part of the program. (Subrecipients may request up to \$75,000 for renovations and alterations of existing facilities, if necessary and appropriate to the project.)
 4. Pay for housing other than residential mental health and/or substance use disorder treatment.
 5. Provide residential or outpatient treatment services when the facility has not yet been acquired, sited, approved, and met all requirements for human habitation and services provision. (Expansion or enhancement of existing residential services is permissible.)
 6. Provide inpatient treatment or hospital-based detoxification services. Residential services are not considered to be inpatient or hospital-based services.
 7. Only allowable costs associated with the use of federal funds are permitted to fund EBPs. Other sources of funds may be used for unallowable costs (e.g. meals, sporting events, entertainment). Other support is defined as funds or resources, whether federal, non-federal or institutional, in direct support of activities through fellowships, gifts, prizes, or in-kind contributions.
 8. Make direct payments to individuals to induce them to enter prevention or treatment services. However, grant funds may be used for non-clinical support services (e.g. bus tokens, child care) designed to improve access to and retention in prevention and treatment programs.
 9. Make direct payments to individuals to encourage attendance and/or attainment of prevention or treatment goals. However, grant funds may be used for non-cash incentives of up to \$30 to encourage attendance and/or attainment of prevention or treatment goals when the incentives are built into the program design and when the incentives are the minimum amount that is deemed necessary to meet program goals. SAMHSA policy allows an individual participant to receive more than one incentive over the course of the program. However, non-cash incentives should be limited to the minimum number of times deemed necessary to achieve program outcomes. A grantee or treatment or prevention provider may also provide up to \$30 cash or equivalent (coupons, bus tokens, gifts, child care, and vouchers) to individuals as incentives to participate in required data collection follow-up. This amount may be paid for participation in each required interview.

Exhibit F: Federal Grant Compliance Requirements

10. Meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in this Performance Contract. Grant funds may be used for light snacks, not to exceed \$3.00 per person.
11. Consolidated Appropriations Act, 2016, Division H states, SEC. 520, notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug. Provided, that such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant state or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the state or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with state and local law.
12. Pay for pharmacologies for HIV antiretroviral therapy, Sexually Transmitted Diseases (STD)/Sexually Transmitted Illnesses (STI), TB, and hepatitis B and C, or for psychotropic drugs.

b. **Grant Guidelines:**

1. Subrecipients must utilize third party and other revenue realized from the provision of services to the extent possible and use grant funds only for services to individuals who are not covered by public or commercial health insurance programs, individuals for whom coverage has been formally determined to be unaffordable, or for services that are not sufficiently covered by an individual's health insurance plan.

c. **Limitations on Reimbursements:** Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided following the end of the Period of Performance provided in Exhibit D.

DBHDS shall only reimburse or otherwise compensate the Subrecipient for documented expenditures incurred during this period that are: 1) reasonable and necessary to carry out the agreed upon scope of service outlined in Exhibit D, 2) documented by contracts or other evidence of liability consistent with established DBHDS and Subrecipient procedures; and 3) incurred in accordance with all applicable requirements for the expenditure of funds payable under this agreement.

d. **Closeout:** Final payment request(s) under this Agreement must be received by DBHDS no later than thirty (30) days from the end of the Period of Performance referenced in the Exhibit D. No payment request will be accepted by DBHDS after this date without authorization from DBHDS. The Subrecipient may continue to expend retained funds until 40 days after the end of the Period of Performance to pay for unliquidated obligations as defined in this agreement

Any funds remaining unexpended and unobligated at the end of the Period of Performance shall be returned to DBHDS within 30 days of the end of the Period of Performance. Any funds distributed to the Subrecipient by the pass-through entity that remain unexpended by 40 days after the end of the Period of Performance shall be returned to DBHDS. The Subrecipient will send these funds to DBHDS by no later than the end of the 75th day after the end of the Performance Period. Unexpended funds should be returned in the form of a check made payable to the Treasurer of Virginia and sent to:

DBHDS
PO Box 1797
Richmond, VA 23218-1797
C/O Ramona Howell

Failure to return unexpended funds in a prompt manner may result in a denial of future federal Subrecipient awards from DBHDS.

In consideration of the execution of this agreement by DBHDS, the Subrecipient agrees that acceptance of final payment from DBHDS will constitute an agreement by the Subrecipient to release and forever

Exhibit F: Federal Grant Compliance Requirements

discharge DBHDS, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this agreement. Subrecipient's obligations to DBHDS under this agreement shall not terminate until all closeout requirements are completed to the satisfaction of DBHDS. Such requirements shall include, without limitation, submitting final reports to DBHDS and providing any closeout-related information requested by DBHDS by the deadlines specified by DBHDS. This provision shall survive the expiration or termination of this agreement.

IV. List of Federal Grants

Provided in the chart below is a current list of the federal grants that DBHDS passes-through to CSBs and the required identifying information that should be used to categorize and track these funds.

SAMHSA GRANTS	
<p>GRANT NAME: State Opioid Response Grant (SUD Federal Opioid Response) FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): H79TI081682 FEDERAL AWARD DATE: 2/19/2018 FEDERAL AWARDDING AGENCY: Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) FEDERAL AWARD PASS-THROUGH ENTITY: Virginia Department of Behavioral Health and Developmental Services CFDA NUMBER: 93.788 RESEARCH AND DEVELOPMENT AWARD: <input type="checkbox"/> YES OR <input checked="" type="checkbox"/> NO FEDERAL GRANT AWARD YEAR: FFY 2019 AWARD PERIOD: 9/30/2019 – 9/29/2020</p>	<p>GRANT NAME: Substance Abuse Prevention and Treatment Block Grant (SUD FBG) FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): B08TI010053-19 FEDERAL AWARD DATE: 6/12/2019 FEDERAL AWARDDING AGENCY: Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) FEDERAL AWARD PASS-THROUGH ENTITY: Virginia Department of Behavioral Health and Developmental Services CFDA NUMBER: 93.959 RESEARCH AND DEVELOPMENT AWARD: <input type="checkbox"/> YES OR <input checked="" type="checkbox"/> NO FEDERAL GRANT AWARD YEAR: FFY 2019 AWARD PERIOD: 10/1/2018 – 9/30/2020</p>
<p>GRANT NAME: Substance Abuse Prevention and Treatment Block Grant (SUD FBG) FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): B08TI010053-20 FEDERAL AWARD DATE: TBD FEDERAL AWARDDING AGENCY: Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) FEDERAL AWARD PASS-THROUGH ENTITY: Virginia Department of Behavioral Health and Developmental Services CFDA NUMBER: 93.959 RESEARCH AND DEVELOPMENT AWARD: <input type="checkbox"/> YES OR <input checked="" type="checkbox"/> NO INDIRECT COST RATE: Federally Negotiated Rate or 10% if None Exists FEDERAL GRANT AWARD YEAR: FFY 2020 AWARD PERIOD: 10/1/2019 – 9/30/2021</p>	<p>GRANT NAME: Community Mental Health Services Block Grant (MH FBG) FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): B09SM010053-19 FEDERAL AWARD DATE: 12/26/2018 FEDERAL AWARDDING AGENCY: Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) FEDERAL AWARD PASS-THROUGH ENTITY: Virginia Department of Behavioral Health and Developmental Services CFDA NUMBER: 93.958 RESEARCH AND DEVELOPMENT AWARD: <input type="checkbox"/> YES OR <input checked="" type="checkbox"/> NO INDIRECT COST RATE: Federally Negotiated Rate or 10% if None Exists FEDERAL GRANT AWARD YEAR: FFY 2019 AWARD PERIOD: 10/1/2018 – 9/30/2020</p>

Exhibit F: Federal Grant Compliance Requirements

<p>GRANT NAME: Community Mental Health Services Block Grant (MH FBG) FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): B09SM010053-20 FEDERAL AWARD DATE: TBD FEDERAL AWARDDING AGENCY: Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) FEDERAL AWARD PASS-THROUGH ENTITY: Virginia Department of Behavioral Health and Developmental Services CFDA NUMBER: 93.958 RESEARCH AND DEVELOPMENT AWARD: ___ YES OR <input checked="" type="checkbox"/> X ___ NO FEDERAL GRANT AWARD YEAR: FFY 2020 AWARD PERIOD: 10/1/2019 – 9/30/2021</p>	<p>GRANT NAME: Projects for Assistance in Transition from Homelessness (PATH) FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): X06SM016047-19 FEDERAL AWARD DATE: 8/28/2019 FEDERAL AWARDDING AGENCY: Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) FEDERAL AWARD PASS-THROUGH ENTITY: Virginia Department of Behavioral Health and Developmental Services CFDA NUMBER: 93.15 RESEARCH AND DEVELOPMENT AWARD: ___ YES OR <input checked="" type="checkbox"/> X ___ NO FEDERAL GRANT AWARD YEAR: FFY 2019 AWARD PERIOD: 9/1/2019 – 8/31/2020</p>
<p>GRANT NAME: Projects for Assistance in Transition from Homelessness (PATH) FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): X06SM016047-20 FEDERAL AWARD DATE: TBD FEDERAL AWARDDING AGENCY: Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) FEDERAL AWARD PASS-THROUGH ENTITY: Virginia Department of Behavioral Health and Developmental Services CFDA NUMBER: 93.15 RESEARCH AND DEVELOPMENT AWARD: ___ YES OR <input checked="" type="checkbox"/> X ___ NO FEDERAL GRANT AWARD YEAR: FFY 2020 AWARD PERIOD: 9/1/2020 – 8/31/2021</p>	<p>GRANT NAME: Strategic Prevention Framework Partnerships For Success (SPF-PFS) Grant FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): SP020791 FEDERAL AWARD DATE: 2/8/2016 FEDERAL AWARDDING AGENCY: Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) FEDERAL AWARD PASS-THROUGH ENTITY: Virginia Department of Behavioral Health and Developmental Services CFDA NUMBER: 93.243 RESEARCH AND DEVELOPMENT AWARD: ___ YES OR <input checked="" type="checkbox"/> X ___ NO FEDERAL GRANT AWARD YEAR: FFY 2020 AWARD PERIOD: 9/30/2019 – 9/29/2020</p>
<p>GRANT NAME: Young Adult Substance Abuse Treatment Implementation Grant (YSAT) FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): H79TI080197 FEDERAL AWARD DATE: 5/16/2017 FEDERAL AWARDDING AGENCY: Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) FEDERAL AWARD PASS-THROUGH ENTITY: Virginia Department of Behavioral Health and Developmental Services CFDA NUMBER: 93.243 RESEARCH AND DEVELOPMENT AWARD: ___ YES OR <input checked="" type="checkbox"/> X ___ NO INDIRECT COST RATE: Federally Negotiated Rate or 10% if None Exists FEDERAL GRANT AWARD YEAR: FFY 2020 AWARD PERIOD: 9/30/2019 – 9/29/2020</p>	<p>GRANT NAME: Young Adult Substance Abuse Treatment Implementation Grant (YSAT) FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): H79TI080197 FEDERAL AWARD DATE: TBD FEDERAL AWARDDING AGENCY: Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) FEDERAL AWARD PASS-THROUGH ENTITY: Virginia Department of Behavioral Health and Developmental Services CFDA NUMBER: 93.243 RESEARCH AND DEVELOPMENT AWARD: ___ YES OR <input checked="" type="checkbox"/> X ___ NO INDIRECT COST RATE: Federally Negotiated Rate or 10% if None Exists FEDERAL GRANT AWARD YEAR: FFY 2021 AWARD PERIOD: 9/30/2020 – 9/29/2021</p>

Exhibit F: Federal Grant Compliance Requirements

<p>GRANT NAME: State Pilot Grant Program for Treatment for Pregnant and Postpartum Women (PPW)</p> <p>FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): TI080766</p> <p>FEDERAL AWARD DATE: 9/14/2017</p> <p>FEDERAL AWARDDING AGENCY: Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA)</p> <p>FEDERAL AWARD PASS-THROUGH ENTITY: Virginia Department of Behavioral Health and Developmental Services</p> <p>CFDA NUMBER: 93.243</p> <p>RESEARCH AND DEVELOPMENT AWARD: <input type="checkbox"/> YES OR <input checked="" type="checkbox"/> NO</p> <p>INDIRECT COST RATE: Federally Negotiated Rate or 10% if None Exists</p> <p>FEDERAL GRANT AWARD YEAR: FFY 2020</p> <p>AWARD PERIOD: 9/30/2019 – 9/29/2020</p>	
---	--