

## GRANT APPLICATION

### 2021-2 Mental Health Field Response Teams

#### SUBMISSION DEADLINE

May 21, 2021 @ 4:00 PM (Pacific Standard Time)

#### FUNDING PERIOD

July 1, 2021 through June 30, 2022

#### GRANT ADMINISTRATOR

John McGrath, Jail Services Liaison

### OVERVIEW

Grants will be awarded to Washington State local law enforcement agencies based on locally developed **joint proposals** from two or more law enforcement agencies working together, that incorporate mental health professionals into their mental health field response planning and response.

Proposals must provide a plan for improving mental health field response and diversion from incarceration through modifying or expanding law enforcement practices in partnership with mental health professionals.

Grant recipients must include at least one mental health professional, as defined in [RCW 71.05.020\(38\)](#), who will perform field response professional services under the plan. A mental health professional may assist patrolling law enforcement officers either in the field or in an on-call capacity. The mental health professional may also provide preventive, follow-up, training on mental health field response best practices, or other services at the direction of the local law enforcement agency. Nothing limits the mental health professional's participation to field patrol.

Grant recipients are encouraged to coordinate with their local public safety answering point to maximize the goals of the program.

Grant recipients shall develop and provide or arrange for training necessary for mental health professionals to operate successfully and competently in partnership with law enforcement agencies. The training must provide the mental health professionals with a working knowledge of law enforcement procedures and tools sufficient to provide for the safety of the professionals, partnered law enforcement officers, and members of the public.

Grant recipients will be selected and receiving funds on or about July 1, 2021.

## **INVITATION TO SUBMIT PROPOSALS**

WASPC is posting this GRANT APPLICATION on our website so that interested member law enforcement agencies (two or more) may submit a joint proposal in accordance with the terms on this GRANT APPLICATION.

Eligible Applicants must be law enforcement agencies with 911 calls-for-service law enforcement responsibilities.

Joint proposals are defined as two or more law enforcement agencies (LEAs). Joint proposals must identify and select one lead agency to serve as a project managing agency in the implementation of their proposal. The Lead Agency will retain responsibility for the overall project administration, including fiduciary responsibilities and oversight.

This GRANT APPLICATION is issued by the Washington Association of Sheriffs and Police Chiefs (WASPC). WASPC is the sole point of contact concerning this grant. The point of contact at WASPC regarding inquiries and application process questions is John McGrath, Jail Services Liaison & Grant Administrator.

## **MEANS OF COMMUNICATION**

In the event that it becomes necessary to revise any part of this GRANT APPLICATION, a modification will be published on WASPC web site at [www.waspc.org/mental-health-field-response-teams-program](http://www.waspc.org/mental-health-field-response-teams-program). It is incumbent upon Applicants to carefully and regularly monitor the WASPC website for any such postings.

## **PURPOSE**

The purpose of the grant program is to assist local law enforcement agencies to establish and expand mental health field response capabilities, utilizing mental health professionals to professionally, humanely, and safely respond to crises involving persons with behavioral health issues with treatment, diversion, and reduced incarceration time as primary goals. The Sequential Intercept Model is used by many communities as a guide to behavioral health service system transformation, and more specifically as a tool to identify strategies to better respond to the needs of people with behavioral health conditions who come into contact with the criminal justice system. This model consists of five points of interception at which one might intervene to prevent vulnerable individuals from deeper involvement with the justice system.

The first intercept is Intercept 1: Law Enforcement – Pre-Arrest Diversion. The first point of intercept includes interactions with law enforcement personnel, who sometimes serve as first responders during mental health emergencies and can be key partners to behavioral health and emergency services personnel. Interventions at this intercept have in the past been largely focused on the education and training of police officers in their capacity as first responders. WASPC intends to go beyond training and add the component of co-response with mental health professionals to Intercept 1 through this grant program.

WASPC is especially interested in programs which have mental health professionals who are trained in crisis intervention immediately available to officers or to respond in person when called. Additionally, mental health field response programs should include staff and short-term services to reduce the likelihood the individual will have future criminal justice system involvement. These support services could include short term respite beds (e.g. crisis stabilization centers and E&Ts) and other inpatient beds.

## **SCOPE**

This GRANT APPLICATION contains the instructions governing the proposal to be submitted and the material to be included, mandatory requirements which must be met to be eligible for consideration, and other requirements to be met by each proposal.

## **GRANT APPLICATION REQUIREMENTS**

Grant applications must be received by 4:00 PM (Pacific Standard Time), May 21, 2021.

Incomplete applications will not be considered.

## **GRANT APPLICATION AND AWARD TIMELINE**

May 3, 2021 Grant Application Period Opens

May 21, 2021 Grant Application Period Closes at 4:00 PM

Date to be Determined, June 2021 Presentations to the Peer Review Panel by applicants (1)

On or about June 25, 2021 Final Award Decisions by Peer Review Panel

On or about June 25, 2021 Notice and Agreements to successful applicants

*(1)Appointments will be taken on a first come, first served basis and must be scheduled with John McGrath, assisted by Deb Gregory. Presentations will be through a Zoom Meeting. Applicants will be provided up to 15 minutes to present their grant application to the Peer Review Panel.*

## **BUDGET**

WASPC reserves the right to increase or decrease the amount awarded based upon availability of appropriated funding. Total of \$5M in funding is available for FY 2021-2022 and restricted as follows:

\$3.5M restricted to Trueblood Phase 1 areas

\$1.5M restricted to non Trueblood areas

WASPC may, at its sole discretion, prioritize grant applications that include local matching funds.

It is undetermined at this time whether there will be future appropriations to support this project for future renewal periods.

## **TERM OF GRANT AWARD AND CONTRACT**

The anticipated initial term of the resulting contract begins on the date the final award contract is signed by all parties through June 30, 2021. The lead applicant law enforcement

agency will be required to execute a contract with WASPC as outlined in Appendix A. By making application for this grant, the lead applicant law enforcement agency agrees to the terms and conditions of the contracts found in Appendix A.

### **PERFORMANCE OF AWARDS**

Proposed changes or exceptions to any requirement, or WASPC's Contract Terms and Conditions (Appendix A), may disqualify Applicant's Application from consideration. A completed contract is expected within 30 days following the letter of intent to award. In the event a contract is not signed (through no fault of WASPC) by the awarded Applicant within 30 days, WASPC may elect to cease negotiations, withdraw the award, and award to the next most advantageous Applicant.

### **INQUIRIES**

Unless otherwise noted, prospective Applicants may make e-mail inquiries concerning this GRANT APPLICATION to obtain clarification of requirements. No inquiries will be accepted after May 21, 2021 at 4 PM.

E-mail all inquiries to: [jmcgrath@waspc.org](mailto:jmcgrath@waspc.org)

Clearly identify your inquiries in the Subject Line of your email as follows:

**MHFRT 2021-2, Mental Health Field Response Teams Grant Program**

### **OFFICIAL MEANS OF COMMUNICATION**

During the solicitation process for this GRANT APPLICATION, all official communication with Applicants will be via notices on WASPC website. Notices may include any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of the grant awardees. It is incumbent upon Applicants to carefully and regularly monitor WASPC website for any such notices.

### **MODIFICATION OR WITHDRAWAL OF PROPOSALS**

Proposals may be modified or withdrawn by the Applicant prior to the established due date and time.

### **ADDENDUM OR SUPPLEMENT TO APPLICATION**

In the event that it becomes necessary to revise any part of this GRANT APPLICATION, an addendum/amendment will be published on WASPC web site. It is incumbent upon Applicants to carefully and regularly monitor WASPC website for any such postings.

### **PROPOSAL SUBMISSION**

Proposals must be received on or before the date and time indicated in the Schedule of Activities. **Late proposals will not be accepted.** It is the responsibility of the Applicant to ensure that the proposal is received by WASPC on or before the proposal submission deadline of May 21, 2021 @ 4:00 PM Pacific Time.

All proposals will be electronically submitted only through the Formstack Application below.

The use of any acronyms in the proposal are highly discouraged and, if used, must be clearly defined.

### **ACCEPTANCE OF GRANT APPLICATION TERMS**

A proposal submitted in response to this GRANT APPLICATION shall constitute a binding offer. Acknowledgment of this condition shall be indicated by the electronic signature of the Applicant's Law Enforcement CEO or an officer of the Applicant's jurisdiction legally authorized to execute contractual obligations.

### **GRANT APPLICATION RESPONSE MATERIAL OWNERSHIP**

All material submitted regarding this GRANT APPLICATION becomes the property of WASPC.

### **EVALUATION**

The evaluation will identify the proposals that most effectively meet the requirements of this GRANT APPLICATION and which is most advantageous to WASPC.

WASPC may, at its sole discretion, prioritize grant applications that include local matching funds and proposals which prioritize mental health field response to crisis calls as the main component of the response plan for the agency.

All award and funding decisions, including continuation of funding, made by WASPC are final.

***Evaluation Process:*** The WASPC President will appoint members of a WASPC Peer Review Panel. The Panel will consist of an equal number of elected sheriffs and appointed police chiefs and include a representative of an integrated Managed Care Organizations (MCOs) and a Behavioral Health Administrative Services Organizations (BH-ASOs). The Peer Review Panel will conduct the evaluation of proposals. If a sheriff's or police chief's agency is also an applicant, that sheriff or police chief will be recused from participating in the evaluation of their own agency's grant application.

The WASPC Peer Review Panel shall have SOLE and FINAL authority to determine which grant applications are funded.

### **AWARD OF CONTRACT**

The grant award will be made to Applicant(s) whose proposal, conforming to the GRANT APPLICATION, will be the most advantageous to WASPC. WASPC, in its sole discretion, may make an award of the Applicant's full proposal or any portion thereof.

### **PROPOSAL CONTENT ACCEPTANCE**

The contents of the proposal of the successful Applicant will become contractual obligations upon a Notice of Grant Award. Failure of the successful Applicant to accept these obligations in a contract may result in cancellation of the award.

## **GRANT APPLICATION CANCELLATION**

WASPC reserves the right to cancel this Request for Application at any time, without penalty.

## **OWNERSHIP OF CONTRACT PRODUCTS/SERVICES**

WASPC has the right to retain the original proposal and other GRANT APPLICATION response materials for our files. As such, WASPC may retain or dispose of all copies as is lawfully deemed appropriate. WASPC has the right to use any or all information/material presented in reply to the GRANT APPLICATION. The Applicant expressly agrees that WASPC may use the materials for all lawful purposes; including, but not limited to, the right to reproduce copies of the material submitted for purposes of evaluation and to make the information available to the public in accordance with the provisions of the Public Records Act.

## **INCURRING COSTS**

WASPC is not liable for any cost incurred by Applicants prior to issuance of a legally executed contract or procurement document. No property interest, of any nature shall occur until a contract is awarded and signed by all concerned parties.

## **PROPOSAL REJECTION**

WASPC reserves the right to reject any or all proposals and to waive in-formalities and minor irregularities in proposals received and to accept any portion of a proposal or all items proposed if deemed in the best interest of WASPC.

## **TAX IDENTIFICATION NUMBER**

The tax identification number provided must be that of the Applicant responding to the GRANT APPLICATION. The Applicant must be a law enforcement agency and legal entity with the legal right to contract.

## **DATA COLLECTION**

All grant awardees will be required to utilize the data collection tool provided by WASPC, hereinafter referred to as the WASPC Data Collection Tool, which is the OpenLattice Application. All awardees must provide sufficient resources to establish the administrative permissions necessary for the WASPC Data Collection Tool to be fully operational at the time field response begins at the agency.

OpenLattice, Inc. ("OpenLattice") is a technology company focused on providing vulnerable populations with the best possible resources by equipping those serving them with real-time information in the field. OpenLattice believes that providing this information responsibly and safely, while simultaneously protecting the person's privacy, will lead to better long-term outcomes.

The app is focused on pre-arrest diversion: it helps patrol officers/deputies to more safely and effectively provide services to those with mental illnesses who come into frequent contact with police. This includes a data collection component ("Crisis Template"), that allows officers/deputies to quickly collect key data points after an interaction with a resident who

may have a mental illness, chemical dependency, or who is currently homeless. An administrative dashboard (“Admin Dashboard”) to show a visualization of the information collected in the Crisis Template is included.

OpenLattice will provide the Crisis Template and Admin Dashboard to WASPC and all Grantee Agencies for the duration of the grant. This will allow each Grantee Agency to collect and view data for their individual agencies. Each Grantee Agency would be able to view their own data, but not that of other Grantee Agencies.

The tool also allows WASPC to view the data collected in the app for all Grantee Agencies at the aggregate level, with no Identifiable Data. This will support WASPC assessing the efficacy of the programs and getting a holistic picture of how calls involving mental illness affect different Grantee Agencies.

All Grantee Agencies will commit to having their patrol officers/deputies consistently fill out the Crisis Template after calls involving mental illness, chemical dependencies, and homelessness as a condition of receiving the grant.

WASPC and OpenLattice will develop an on-boarding for Grantee Agencies which will include the following:

- Intro to OpenLattice
- Technology Survey
- Timeline for Grantee Agencies
- Intro to the Crisis Template and Admin Dashboard
- Standardized Policies
- General Onboarding Information
- Technical Onboarding Information
- Training Materials
- Expectations for post-grantee use of OpenLattice
- Terms of Use Agreement

### **Grantee Agency Onboarding & Integration**

This encompasses onboarding Grantee Agencies who receive the grant from WASPC to the requirements and process for using the OpenLattice Crisis Template and Admin Dashboard.

### **Grantee Agencies Receive Onboarding Documents.**

WASPC will share the onboarding packet for OpenLattice with the Grantee Agencies. WASPC will review this with Grantee Agencies, as it fits in with the larger onboarding process to the grant.

### **Grantee Agencies Complete Key Onboarding Steps.**

Each Grantee Agency will need to complete key steps to smoothly work with OpenLattice and start the process of integration. This includes:

- Signing the Terms of Service Agreement
- Completing the Technology Survey
- Identifying a key point of contact for information technology (“Agency IT”) and content (“Agency Contact”), and connecting them with OpenLattice
- Tailor and adopt policies shared within onboarding packet
- Reviewing timeline

### **Training Webinar**

OpenLattice will lead an onboarding webinar with operational partners (relevant WASPC staff, Agency Contact, Agency IT, and OpenLattice team members) to introduce them to the tool and requirements for launching the application with their agencies. It will also include time for questions.

**Data Collection Tool Launch with Grantee Agencies** Focused on training staff and launching the app to the Grantee Agencies.

**Grantee Agencies Train Staff Using Training Video.** Each agency will share an OpenLattice-created training video with their patrol officers and/or deputies about how to use OpenLattice’s Crisis Template. Specific administrators will be trained on the Admin Dashboard.

### **App Deployment**

OpenLattice will deploy a cloud-based version of the Crisis Template and the Admin Dashboard to WASPC and Grantee Agencies. Grantee Agencies will be able to view their own agency data on the Admin Dashboard. WASPC will be able to view aggregate data for all Grantee Agencies on a separate Admin Dashboard. (At the end of the contract and upon request, OpenLattice will provide WASPC and Grantee Agencies with this data in either a .csv or SQL format.) This includes the training to Grantee Agency staff and launch of the application.

### **NEWS RELEASES**

News releases pertaining to this GRANT APPLICATION shall NOT be made without prior written approval by WASPC.

## **APPENDIX A CONTRACT SPECIFIC TERMS AND CONDITIONS WASHINGTON ASSOCIATION OF SHERIFFS & POLICE CHIEFS MENTAL HEALTH FIELD RESPONSE TEAMS GRANT PROGRAM**

This AGREEMENT is entered into by and between the WASHINGTON ASSOCIATION OF SHERIFFS & POLICE CHIEFS (hereinafter referred to as WASPC); and the AGENCY (hereinafter referred to as the CONTRACTOR).



NOW, THEREFORE, in consideration of the covenants, performances, and promises contained herein, the parties hereto agree as follows:

### **FUNDING SOURCE**

Funding for this CONTRACT is provided to WASPC by the Washington State Legislature (funding period of July 1, 2021 through June 30, 2022).

### **SCOPE OF SERVICES**

The CONTRACTOR shall use the state funds awarded hereunder solely for salary and benefits, costs and contracted services, goods and services, and travel and other essential costs to support the further defined by the STATEMENT OF WORK.

### **SCOPE OF WORK**

The CONTRACTOR shall seek to implement the activities and to achieve the goals and objectives of the Mental Health Field Response Teams Program, as set forth in the STATEMENT OF WORK.

### **SCOPE OF WORK REVISIONS**

The CONTRACTOR shall submit to WASPC a written request to effect any significant change to the SCOPE OF WORK as expressed in the STATEMENT OF WORK. Such requests shall be accompanied by a revised STATEMENT OF WORK or other supporting documents and shall be accepted by WASPC before the activities supporting the revised SCOPE OF WORK qualify as part of the SCOPE OF SERVICES.

### **BUDGET REVISIONS**

The CONTRACTOR shall submit to WASPC a written request to effect any change(s) in the project budget which reflect a cumulative transfer of greater than ten (10) percent in the aggregate among budget line items as indicated on the CONTRACT Face Sheet. WASPC may approve or deny the request at its sole discretion.

### **PERFORMANCE STANDARDS**

The CONTRACTOR shall perform the services as defined in the STATEMENT OF WORK incorporated herein; in accordance with the budget and estimated expenditure plan, as stated on the CONTRACT Face Sheet and in accordance with the Mental Health Field Response Teams Program, as well as other policies and procedures issued by WASPC.

## **PERIOD OF OBLIGATION**

The CONTRACT period during which financial assistance may be provided is indicated on Line 5 of the CONTRACT Face Sheet.

## **ALLOWABLE COSTS**

Allowable costs shall include costs incurred by the CONTRACTOR from the first date of the CONTRACT period, until the CONTRACT is terminated or expires as provided herein, but in no event shall allowable costs exceed the maximum stated amount of the CONTRACT as provided on Line 8 of the CONTRACT Face Sheet. Costs allowable under this CONTRACT are based on a budget approved by WASPC.

WASPC shall pay to the CONTRACTOR all allowable costs incurred from the first date of the CONTRACT period until this CONTRACT is terminated or expires evidenced by proper expenditure reconciliation report, submitted to WASPC on a timely basis, insofar as those allowable costs do not exceed the amount appropriated or otherwise available for such purposes as stated on the CONTRACT Face Sheet.

## **NON-SUPPLANTING**

The CONTRACTOR shall not use the state funds specified by this CONTRACT to supplant local, federal, or other state funds. The CONTRACTOR shall not use these state funds to replace funding which would otherwise be made available to the CONTRACTOR had the state funds provided by this CONTRACT not been provided.

## **GRANT ADMINISTRATION**

The WASPC Grant Administrator shall be responsible for monitoring the performance of this CONTRACT, including approval and acceptance of reports provided by the CONTRACTOR. The WASPC Grant Administrator shall provide and facilitate assistance and guidance to the CONTRACTOR as necessary.

## **PROGRAM ADMINISTRATION**

The CONTRACTOR shall notify WASPC of the local program administrator who shall be responsible for the performance of this CONTRACT. The CONTRACTOR shall provide WASPC with the program administrator's name, address, telephone number(s), and any subsequent changes.

## **DATA COLLECTION**

The CONTRACTOR shall utilize the data collection tool provided by WASPC, hereinafter referred to as the WASPC Data Collection Tool, which is the OpenLattice Application. The CONTRACTOR must provide sufficient resources to establish the administrative permissions necessary for the WASPC Data Collection Tool to be fully operational at the time field response begins at the agency. The CONTRACTOR, if not already done so, shall execute the OpenLattice App Use Agreement, which will be separately executed between WASPC, the CONTRACTOR and OpenLattice.

## **REPORTING REQUIREMENTS**

The CONTRACTOR shall submit required reports by the date using required forms according to procedures issued by WASPC.

### **REPORT DUE DATES**

1. Monthly Progress Report. The 10th of the month following the previous month in which funded activities were performed.
2. Final Assessment Report. The 10th of the month following the six-month period in which funded activities were performed.

The CONTRACTOR shall be obligated to submit required reports after the close of the CONTRACT period, during the transfer of obligations to another CONTRACT, or upon termination of the CONTRACT for any reason.

## **PAYMENT PROVISIONS**

WASPC shall award state funds to the CONTRACTOR in the amount provided on Line 8 of the CONTRACT Face Sheet. Upon receipt of a fully executed Agreement, WASPC will allow reimbursement of allowable expenditures made by the CONTRACTOR. The CONTRACTOR is required to complete and submit to WASPC an A19-1A Form along with documentation for the expenditures.

The CONTRACTOR is required to complete and submit to WASPC quarterly reconciliation statements to account for the expenditure of the state funds.

## **EVALUATION AND MONITORING**

The CONTRACTOR shall cooperate with and freely participate in any monitoring or evaluation activities conducted by WASPC that are pertinent to this CONTRACT. WASPC, the State Auditor, or any of their representatives shall have full access to and the right to examine during normal business hours and as

often as WASPC, or the State Auditor may deem necessary, all of the CONTRACTOR'S records with respect to all matters covered in this CONTRACT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all CONTRACTS, invoices, materials, payroll, and records of matters covered by this CONTRACT. Such rights extend for three years from the date final reconciliation is made hereunder.

## **ACKNOWLEDGEMENT OF STATE FUNDS**

The CONTRACTOR and its SUBCONTRACTORS shall comply with the special conditions listed below:

1. Applicability of Part 200 Uniform Requirements The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this award.

2. The CONTRACTOR understands and agrees that WASPC may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of awards.

3. CONTRACTOR understands and agrees that is cannot use any state funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express written approval of WASPC.

4. The CONTRACTOR agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of state funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events.

5. The CONTRACTOR agrees that if it currently has an open award of state funds or if it receives an award of state funds other than this award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing, the WASPC grant administrator for this award, and, if so requested by WASPC, seek a budget modification or change of project scope to eliminate any inappropriate duplication of funding.

6. The CONTRACTOR understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

7. The CONTRACTOR understands and agrees that, (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

8. The CONTRACTOR must collect, maintain, and provide to WASPC, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by WASPC. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

9. The CONTRACTOR agrees to cooperate with any assessments, state evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

10. The CONTRACTOR agrees to comply with WASPC grant monitoring guidelines, protocols, and procedures, and to cooperate with WASPC on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to WASPC all documentation necessary to complete monitoring tasks. Further, the recipient agrees to abide by reasonable deadlines set by WASPC for providing the requested documents. Failure to cooperate with WASPC's grant monitoring activities may result in sanctions affecting the recipient's awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the State Auditor for audit review; or termination of an award(s).

11. The CONTRACTOR acknowledges that sub-awards are not authorized.

12. The CONTRACTOR agrees to submit to WASPC for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date.

13. Applicants must certify that Limited English Proficiency persons have

meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).

14. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

15. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 37899 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

16. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day.

17. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with 2 C.F.R. Part 200 and State and local law.

## **ENTIRE AGREEMENT**

This CONTRACT contains the entire agreement of the parties and may not be modified or amended except as provided herein. The CONTRACTOR shall perform in accordance with the specific and general terms and conditions of this CONTRACT. No other understanding, oral or written, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind any of the parties hereto. The CONTRACTOR shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and state governments. This CONTRACT consists of the following documents:

1. MHFRT 2021-002 CONTRACT Face Sheet
2. Contract Specific Terms and Conditions

## **ORDER OF PRECEDENCE**

In the event of any inconsistency in this CONTRACT, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal statutes and regulations
2. Applicable state statutes and regulations
3. MHFRT 2021-002 CONTRACT Face Sheet
4. CONTRACT Specific Terms and Conditions

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