

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Adult Drug Court Program - Memorandum of Understanding

**DEPARTMENT:** Community Services

**DIVISION:** Administration - Community Services

**AUTHORIZED BY:** Michele Saunders

**CONTACT:** Pamela Martin

**EXT:** 2302

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute a Memorandum of Understanding with the 18th District Judiciary which defines the responsibilities related to the Adult Treatment Drug Court Grant awarded to Seminole County by the Substance Abuse and Mental Health Services Administration.

County-wide

Michele Saunders

**BACKGROUND:**

On October 27, 2009, the Board of County Commissioners approved the terms and conditions for accepting \$899,601.00 in Adult Drug Court Expansion grant funds from the Substance Abuse and Mental Health Services Administration. The information presented to the Board at that time indicated a Memorandum of Understanding (MOU) with the 18th Judicial Circuit Court would be presented to the Board for consideration at a later date. Such MOU detailing the roles and responsibilities of both the County and Court as it relates to the grant is presented for approval at this time.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute a Memorandum of Understanding with the 18th District Judiciary which defines the responsibilities related to the Adult Treatment Drug Court Grant awarded to Seminole County by the Substance Abuse and Mental Health Services Administration.

**ATTACHMENTS:**

1. Memorandum of Understanding

<b>Additionally Reviewed By:</b>	
<input checked="" type="checkbox"/>	Grant Review ( Jennifer Bero, Lisa Spriggs )
<input checked="" type="checkbox"/>	County Attorney Review ( Arnold Schneider )

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SEMINOLE COUNTY GOVERNMENT  
AND  
18TH JUDICIAL CIRCUIT COURT

This Memorandum of Understanding ("MOU") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Seminole County, a political subdivision of the State of Florida whose address is 1101 E. First St., Sanford, Florida 32771 (the "COUNTY") and the 18th Judicial Circuit Court in and for Seminole County, Florida whose address is 301 N. Park Ave., Sanford, FL 32771 (the "COURT") for the purpose of providing Federal grant funding of COURT's Adult Drug Court Expansion Program as described herein, better assuring grant compliance reporting and monitoring and further defining the roles and responsibilities of each party hereto.

**Section 1. Mission Statement.**

The Seminole County Adult Drug Court Program's (the "Program") mission is to unite the judiciary, criminal justice entities, substance abuse treatment providers and the community in a single program that reduces drug use by non-violent offenders, restores them to law-abiding productivity while lessening the fiscal impact on society. The purpose of this MOU is to set forth the requirements relative to utilization of a recently approved United States Department of Health and Human Services ("HHS") Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment Grant (the "Grant") towards a three year expansion of the Program by offering pre-adjudication services to qualified first time, non-violent offenders in addition to post plea/post adjudication

participants. All terms and conditions of this MOU are subject to continued Grant fund availability.

**Section 2. Fiscal Terms/Consideration.**

This Memorandum of Understanding is in furtherance of COUNTY's receipt of an approved HHS Substance Abuse and Mental Health Service Administration Adult Drug Treatment Courts Grant in the amount of EIGHT HUNDRED NINETY NINE THOUSAND SIX HUNDRED ONE AND NO/100 DOLLARS (\$899,601.00) which is to be disbursed to COUNTY in three equal installments as follows:

Fiscal Year 2009-2010:	\$299,867.00
Fiscal Year 2010-2011:	\$299,867.00
Fiscal Year 2011-2012:	\$299,867.00

COUNTY's provision of such funds for the expansion of COURT's Adult Treatment Drug Court  Expansion Program and each party's performance of the terms and conditions hereunder shall constitute the consideration underlying this MOU.

**Section 3. COUNTY Responsibilities.**

COUNTY, through its Community Services Department agrees to:

(a) Serve as the lead agency for application, receipt and administration of the Grant supporting the operations of the Adult Drug Court Expansion Program;

(b) Provide monitoring and oversight for the following activities:

(i) Implementation of the expansion and enhancement activities as outlined in the Grant to ensure compliance;

- (ii) Data collection related to performance and outcome measure as stated in the Grant;
- (iii) Timely and accurate submission of required reports to the Substance Abuse and Mental Health Service Administration;

(c) Monitor and address the following twelve (12) elements based on performance and outcome measurement reports submitted:

- (i) Was the Program implemented as planned?
- (ii) Is the target population being served?
- (iii) Have client needs been achieved?
- (iv) Are Program benchmarks being met?
- (v) Have the stated goals of the Program been achieved?
- (vi) Did the implementation strategy result in the intended outcomes?
- (vii) What are any unintended consequences?
- (viii) How did any deviations in the implementation affect outcomes?
- (ix) What is the implementation progress compared to one month ago?
- (x) Are the Program expenditures conforming to the budget plan?
- (xi) Is the Program cost-effective?
- (xii) What steps are being taken to fine tune the Program for efficiency?

(d) The Adult Drug Court Coordinator will be responsible for entering required program data into the Center For Substance Abuse

Treatment and the Government Performance and Results Act databases via the GPRA Client Outcome Measure for Discretionary Program website no later than seven (7) business days after the close of each quarter.

(e) The Drug Court Coordinator shall notify both COUNTY and the COURT in writing if any treatment provider under contract with the COUNTY has failed to provide within seven (7) days after the end of the month reporting date any required statistical data and client information as required by the contract between the COUNTY and the treatment provider. It shall be COUNTY's responsibility to obtain the treatment provider's compliance with contractual reporting requirements.

**Section 4. COURT's Responsibilities.**

(a) Maintain a designated Adult Drug Court Judge and courtroom for all Adult Drug Court Team meetings and Adult Drug Court proceedings;

(b) Allow a designated Assistant State Attorney, Assistant Public Defender, an assigned Deputy Sheriff, the Drug Court Coordinator as well as assigned Probation Officers, Case Managers and Forensic Specialists and contracted Treatment Providers to remain as members of the Adult Drug Court Team;

(c) The Drug Court Judge will also participate as an Adult Drug Court Team member. The Adult Drug Court Judge will make the final decision when consensus cannot be reached by all team members or as may be otherwise appropriate or essential;

(d) Comply with all Adult Drug Court policies and procedures that have been developed by the current Adult Drug Court Program as

well as the expansion thereof as outlined in the Grant and as previously decided upon by Adult Drug Court Team;

(e) Collect, maintain and provide to COUNTY key data elements and statistical compilations regarding eligible Program participants as listed below which are required by the Grant for performance and outcome measures but in a manner that preserves Program participants privacy as required by Florida and Federal law:

- (i) Client demographics;
- (ii) Substance use;
- (iii) Family and living conditions;
- (iv) Employment status;
- (v) Social connectedness;
- (vi) Access to treatment;
- (vii) Retention in treatment;
- (viii) Criminal justice history and status;
- (ix) Screenings, admissions and rejections;
- (xi) Drug test results;
- (xii) Discharges and graduations;
- (xiii) Recidivism.

(f) Maintain treatment files for clients of the Adult Drug Court Program;

(g) Report quarterly performance and outcome measures progress as described in Section 4(e) to Seminole County;

(h) During the term of this Agreement, ensure timely and accurate submission of the Programmatic Semi-Annual Reports for the

periods ending March 31<sup>st</sup> and September 30<sup>th</sup> as required by the HHS Substance Abuse and Mental Health Service Administration.

**Section 5. Mutual Responsibilities.**

(a) Fulfill goals and objectives set forth in the Grant application as summarized in Exhibit "A" hereto which is fully incorporated herein by reference.

(b) Adherence to the HHS Substance Abuse and Mental Health Service Administration's Terms and Conditions set forth in Exhibit "B" hereto and also fully incorporated herein by reference.

(c) Develop and implement a sustainability plan for the continuation of the expanded Adult Drug Court Program after the conclusion of the Grant period.

**Section 6. Independent Contractors and No Indemnification.**

The parties agree that  each is acting in an independent contractor capacity and not as an officer, employee, fiduciary or agent of the other. There shall be no indemnification by either party of the other for any reason whatsoever.

**Section 7. Term of MOU and Termination.**

This MOU shall be deemed to have an effective date of October 1, 2009 irrespective of its actual date of execution and shall have an initial term ending on September 30, 2010. The foregoing notwithstanding, this instrument shall automatically renew for two (2) additional one year terms subject to continued HHS Grant funding in equal amounts for the remaining two terms. If the remaining Grant funds are not disbursed to COUNTY by HHS in fiscal years 2010-2011 or 2011-2012 for any reason, this MOU shall automatically terminate at

the end of the then current term and shall be deemed a mutually agreed upon termination for convenience, without fault on the part of COURT or COUNTY. Termination by either party for any reason shall be preceded by thirty (30) days written notice thereof to the other party.

**Section 8. Modification or Amendment of MOU.**

Upon mutual consent of the parties, this Memorandum of Understanding is subject to further negotiation and revision as required to support the needs of the Adult Drug Court Program and the level of continued funding over the term hereof. All modifications or amendments to this MOU shall be in writing and signed by the parties herein or their duly appointed representatives authorized to act on their behalf.

**Section 9. Notices.**



All notices, consents, approvals, and required reports which any party shall be required or shall desire to make or give under this MOU shall be in writing and delivered to the below designated persons by First Class United States mail, facsimile transmission or e-mail with proof of delivery and receipt retained by the sending party.

**For COUNTY:**

Michele Saunders, Community Services Director  
524 W. Lake Mary Blvd.  
Sanford, FL 32773  
Tel: 407-665-2301  
E-mail: MSaunders@seminolecountyfl.gov

With a copy to:

Jennifer Bero, Grants Administrator  
Fiscal Services Department  
1101 E. First St.  
Sanford, FL 32771

E-mail: JBero@seminolecountyfl.gov

**For COURTS:**

Hon. Donna McIntosh, Circuit Judge  
Seminole County Criminal Justice Center  
101 Bush Blvd.  
Sanford, FL 32773  
E-mail: Donna.McIntosh@flcourts18.org

**Section 10. Access and Retention of Public Records.**

The parties hereto shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this MOU for a period of five (5) years after the termination date or such longer period as may be required by Federal or State law. The parties shall comply with the public records laws of the State of Florida and the non-confidential portions of such records shall be available for inspection by any person subject to Chapter 119, Florida Statutes. Nothing herein shall  be construed by any person as requiring the disclosure of statutorily protected confidential and personal information of Adult Drug Court Program participants.

**Section 11. Assignment and Third Party Beneficiaries.**

Assignment of this MOU by either party is expressly prohibited. There are no third party beneficiaries to this Agreement.

**Section 12. Miscellaneous.**

(a) This Memorandum of Understanding constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements.

(b) If any sentence, phrase, paragraph, provision, or portion of this MOU is for any reason held invalid or unconstitutional by any

court of competent jurisdiction, such portion shall be deemed an independent, severable provision and such holding shall not affect the validity of the remaining portions hereof.

(c) The parties certify each to the other that they possess the legal authority to enter into this MOU, that they have done all things necessary as conditions precedent to the execution and acceptance of this MOU with all covenants and assurances contained therein, and that the individuals whose names appear below have full legal authority to execute this instrument and bind their respective parties.

IN WITNESS WHEREOF, the parties hereunder executed this Memorandum of Understanding as of the day and year first written above.

ATTEST:



18th JUDICIAL CIRCUIT COURT

  
DONNA L. McINTOSH, Presiding Judge  
Adult Drug Court, 18th Judicial  
Circuit Court in and for Seminole  
County, Florida

(SIGNATURES AND ATTESTATIONS CONTINUED ON FOLLOWING PAGE)

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
BOB DALLARI, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

Attachment:

- Exhibit A - Program Goals and Objectives
- Exhibit B - Terms and Conditions of Grant



AWS/sjs  
11/17/09  
Revised 11/25/09 (AWS)

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## EXHIBIT A

The ultimate goals of Adult Drug Courts are to 1) stop the abuse of alcohol and other drugs by adult offenders dependent on AOD, and 2) increase public safety by stopping related criminal behavior. These goals are accomplished by promoting recovery through a coordinated response to these offenders by building a sustainable system of care for adult persons needing treatment drug court services. The objectives to achieve these goals are as follows:

Objective	Performance Measures	Data Collected
<p>To increase the number of drug court participants by 140 (40 in Year 1, 50 each in Years 2 &amp; 3)</p> <p>To increase access to drug court for those who are indigent</p> <p>Establish Pre-Trial Intervention program for First Offenders</p>	<p>50% of candidates identified as eligible by jail team or State Attorney who enroll in Drug Court</p> <p>50% of clients screened and eligible for drug court and who are indigent and require grant funded slots</p> <p>50% of candidates screened by jail team who are first offenders will be eligible</p>	<p># of candidates identified by jail team or State Attorney</p> <p># of indigent candidates</p> <p># interviewed</p> <p># enrolled in Drug Court</p> <p># as first time offenders screened</p>
<p>To enhance treatment through the utilization of evidence-based interventions</p>	<p>100% of treatment providers will use at least two evidence based interventions recognized by SAMHSA</p>	<p>Track and report evidence-based interventions</p>
<p>Collect and evaluate data on women, minorities and veterans to increase enrollment and enhance services</p>	<p>5% of veterans as total Drug Court participant population</p> <p>Increase female enrollment by 5%</p> <p>Increase minority enrollment by 15%</p>	<p># of veterans, age, # with co-occurring disorders, name of conflict, rank, branch of service</p> <p># of women, # with co-occurring disorders</p> <p># of minorities, # with co-occurring disorders</p>
<p>Education for the Drug Court Team</p>	<p>100% of Drug Court Team will attend SAMHSA training and at least one additional training related to drug court annually</p>	<p>Training records</p>
<p>To increase the participant's likelihood for successful rehabilitation by participation in treatment.</p>	<p>75 % compliance with program requirements</p> <p>80 % showing up at all required court appearances</p> <p>75% on time to therapy appointments</p> <p>75% cooperating with treatment program staff, and submitting to regular AOD</p>	<p># compliance with program requirements,</p> <p># showing up at all required court appearances</p> <p># on time to therapy, appointments</p> <p># cooperating with treatment program and staff, and submitting to regular AOD testing</p> <p># receiving incentives</p>

	<p>testing</p> <p>60% of clients who will be employed or in a vocational program at time of successful discharge</p> <p>75% of clients that demonstrate increased social connectedness</p>	<p># receiving sanctions</p> <p># completing program</p> <p># gainfully employed or in a vocational program</p> <p>Pre and Post survey of family and community relationships, involvement in community activities</p>
To reduce recidivism and substance abuse of the clients.	<p>60% of clients who show a reduction in substance use during the program at 6 months post intake</p> <p>80% of clients who show a reduction in substance use during the program 30 days post successful discharge</p>	Drug test results (positives vs. negative results)
	10% of clients who reoffend while participating in the program.	<p># of participants arrested for non-drug related charges</p> <p># of participants arrested for drug related charges</p>
	<p>10% participants terminated from program</p> <p>75% of participants will receive aftercare services</p>	<p># of participants returned to regular court processing</p> <p># of participants referred to other agencies</p> <p># of participants who receive aftercare</p>
To increase community collaboration and develop a plan to sustain the program after the 3-year grant period	<p>25% increase in partnerships of other agencies or stakeholders with Drug Court</p> <p>100% of Seminole County Mental Health and Substance Abuse Task Force meetings with Drug Court as agenda item</p> <p>One additional source of funding identified annually</p>	<p>Meeting Agendas</p> <p># of organizations on MHSA Task Force</p> <p>Funding sources reported at MHSA Task Force meetings</p>
Conduct a full process evaluation	Completed evaluation with recommendations	Compile & evaluate all data, make recommendations

EXHIBIT B



Adult Drug Treatment Courts  
Department of Health and Human Services  
Substance Abuse and Mental Health Services Administration  
Center for Substance Abuse Treatment

Notice of Award

Issue Date: 09/11/2009

Grant Number: 1H79TI021531-01

Program Director:  
Bessie Lamb

Project Title: Seminole County Adult Treatment Drug Court Expansion & Enhanc

Grantee Address	Business Address
COUNTY OF SEMINOLE Director, Community Services 1011 East First Street Sanford, FL 32771	Grants Administrator Seminole County 1011 East First Street Sanford, FL 32771

Budget Period: 09/30/2009 – 09/29/2010

Project Period: 09/30/2009 – 09/29/2012

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$299,867 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to COUNTY OF SEMINOLE in support of the above referenced project. This award is pursuant to the authority of Section 509 of the PHS Act, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at [www.samhsa.gov](http://www.samhsa.gov) (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference .

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,

William I Reyes  
Grants Management Officer  
Division of Grants Management, OPS  
Substance Abuse and Mental Health Services Administration

See additional information below

**SECTION I - AWARD DATA - 1H79TI021531-01**

**Award Calculation (U.S. Dollars)**

Salaries and Wages	\$49,199
Fringe Benefits	\$15,879
Personnel Costs (Subtotal)	\$65,078
Supplies	\$64,127
Travel Costs	\$13,596
Consortium/Contractual Cost	\$150,186
Other	\$1,000
<b>Direct Cost</b>	<b>\$293,987</b>
<b>Indirect Cost</b>	<b>\$5,880</b>
<b>Approved Budget</b>	<b>\$299,867</b>
<b>Federal Share</b>	<b>\$299,867</b>
<b>Cumulative Prior Awards for this Budget Period</b>	<b>\$0</b>
<b>AMOUNT OF THIS ACTION (FEDERAL SHARE)</b>	<b>\$299,867</b>

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
1	\$299,867
2	\$299,867
3	\$299,867

\* Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

**Fiscal Information:**

CFDA Number: 93.243  
EIN: 1596000856A1  
Document Number: H9TI21531A  
Fiscal Year: 2009

IC	CAN	Amount
TI	C96T511	\$299,867

**TI Administrative Data:**

PCC: ADRUG-CR / OC: 4145

**SECTION II - PAYMENT/HOTLINE INFORMATION - 1H79TI021531-01**

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support - Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

**SECTION III - TERMS AND CONDITIONS - 1H79TI021531-01**

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

**Treatment of Program Income:**  
**Additional Costs**

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**SECTION IV – TI Special Terms and Condition – 1H79TI021531-01**

**REMARKS:**

This award approves funding in the amount of \$299,867 as requested in your application dated May 30, 2009.

**SPECIAL CONDITION(S) OF AWARD:**

NONE

**SPECIAL TERM(S) OF AWARD:**

NONE

**STANDARD TERMS OF AWARD:**

- 1) This grant is subject to the terms and conditions, included directly, or incorporated by reference on the Notice of Award (NoA). Refer to the order of precedence in Section III (Terms and Conditions) on the NoA.
- 2) The grantee organization is legally and financially responsible for all aspects of this grant, including funds provided to sub-recipients.
- 3) Grant funds cannot be used to supplant current funding of existing activities. Under the HHS Grants Policy Directives, 1.02 General – Definition: Supplant is to replace funding of a recipient's existing program with funds from a Federal grant.
- 4) The recommended future support as indicated on the NoA reflects TOTAL costs (direct plus indirect). Funding is subject to the availability of Federal funds, and that matching funds, (if applicable), is verifiable, progress of the grant is documented and acceptable.
- 5) By law, none of the funds awarded can be used to pay the salary of an individual at a rate in excess of the Executive Level I, which is \$196,700 annually.
- 6) "Confidentiality of Alcohol and Drug Abuse Patient Records" regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b).  
  
Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with (42 CFR 2). The grantee is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.
- 7) Accounting Records and Disclosure - Awardees and sub-recipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These

records must contain information pertaining to grant or subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The awardee, and all its sub-recipients, should expect that SAMHSA, or its designee, may conduct a financial compliance audit and on-site program review of grants with significant amounts of Federal funding.

8) Per (45 CFR 74.36 and 45 CFR 92.34) and the HHS Grants Policy Statement, any copyrighted or copyrightable works developed under this cooperative agreement/grant shall be subject to a royalty-free, nonexclusive and irrevocable license to the government to reproduce, publish, or otherwise use them and to authorize others to do so for Federal Government purposes. Income earned from any copyrightable work developed under this grant must be used a program income.

9) A notice in response to the President's Welfare-to-Work Initiative was published in the Federal Register on May 16, 1997. This initiative is designed to facilitate and encourage grantees and their sub-recipients to hire welfare recipients and to provide additional needed training and/or mentoring as needed. The text of the notice is available electronically on the OMB home page at <http://www.whitehouse.gov/omb/fedreg/omb-not.html>.

10) Program Income accrued under the award must be accounted for in accordance with (45 CFR 74.24) or (45 CFR 92.25) as applicable. Program income must be reported on the Financial Status Report, Standard Form 269 (long form).

Program income accrued under this award may be used in accordance with the additional costs alternative described in (45 CFR 74.24(b)(1)) or (45 CFR 92.25(g)(2)) as applicable. Program income must be used to further the grant objectives and shall only be used for allowable costs as set forth in the applicable OMB Circulars A-102 ("Grants and Cooperative Agreements with State and Local Governments") and A-110 ("Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations").

11) Actions that require prior approval must be submitted in writing to the Grants Management Officer (GMO), SAMHSA. The request must bear the signature of an authorized business official of the grantee organization as well as the project director. Approval of the request may only be granted by the GMO and will be in writing. No other written or oral approval should be accepted and will not be binding on SAMHSA.

12) Any replacement of, or substantial reduction in effort of the Program Director (PD) or other key staff of the grantee or any of the sub-recipients requires the written prior approval of the GMO. The GMO must approve the selection of the PD or other key personnel, if the individual being nominated for the position had not been named in the approved application, or if a replacement is needed should the incumbent step down or be unable to execute the position's responsibilities. A resume for the individual(s) being nominated must be included with the request. Key staff (or key staff positions, if staff has not been selected) are listed below:

Bessie Lamb, Project Director, @ 100% level of effort  
Karen Lopez-Feliciano, Clinical Director @ 100% level of effort  
Robert Kirchner, Evaluator @ 20% level of effort

13) None of the Federal funds provided under this award shall be used to carry out any program for distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

14) Refer to the NoA under Section II (Payment/Hotline Information) regarding the Payment Management System and the HHS Inspector General's Hotline concerning fraud, waste or abuse.

15) As the grantee organization, you acknowledge acceptance of the grant terms and conditions by drawing or otherwise obtaining funds from the Payment Management System. In doing so, your organization must ensure that you exercise prudent stewardship over Federal funds and that all costs are allowable, allocable and reasonable.

16) No HHS funds may be paid as profit (fees) per (45 CFR Parts 74.81 and 92.22(2)).

17) RESTRICTIONS ON GRANTEE LOBBYING (Appropriations Act Section 503).

(a) No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself or any State legislature.

(b) No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

18) Where a conference is funded by a grant or cooperative agreement the recipient must include the following statement on all conference materials (including promotional materials, agenda, and Internet sites):

Funding for this conference was made possible (in part) by (insert grant or cooperative agreement award number) from SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

19) This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to <http://samhsa.gov/grants/trafficking.aspx>.

20) Grantees must comply with the requirements of the National Historical Preservation Act and EO 13287, Preserve America. The HHS Grants Policy Statement provides clarification and uniform guidance regarding preservation issues and requirements (pages I-20, "Preservation of Cultural and Historical Resources"). Questions concerning historical preservation, please contact, Mike Daniels, SAMHSA Federal Preservation Coordinator, SAMHSA at [mike.daniels@samhsa.hhs.gov](mailto:mike.daniels@samhsa.hhs.gov) or 240-276-0759.

21) Executive Order 13410: Promoting Quality and Efficient Health Care in Federal Government Administered or Sponsored Health Care Programs promotes efficient delivery of quality health care through the use of health information technology, transparency regarding health care quality and price, and incentives to promote the widespread adoption of health information technology and quality of care. Accordingly, all grantees that electronically exchange patient level health information to external entities where national standards exist must:

A) 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/contract. Please consult <http://www.hhs.gov/healthit> for more information, and

B) Use HIT products (such as electronic health records, personalized health records, and the network components through which they operate and share information) that are certified by the Certification Commission for Healthcare Information Technology (CCHIT) or other recognized certification board, to ensure a minimum level of interoperability or compatibility of health IT products (<http://www.cchit.org/>). For additional information contact: Jim Kretz (CMHS) at 240-276-1755 or [jim.kretz@samhsa.hhs.gov](mailto:jim.kretz@samhsa.hhs.gov); Richard Thoreson (CSAT) at 240-276-2827 or [richard.thoreson@samhsa.hhs.gov](mailto:richard.thoreson@samhsa.hhs.gov); or Sarah Wattenberg (OPPB) at 240-276-2975 or [sarah.wattenberg@samhsa.hhs.gov](mailto:sarah.wattenberg@samhsa.hhs.gov).

22) If federal funds are used by the grantee to attend a meeting, conference, etc. and meal(s) are provided as part of the program, then the per diem applied to the Federal travel costs (M&IE allowance) must be reduced by the allotted meal cost(s).

#### REPORTING REQUIREMENTS:

1) Financial Status Report (FSR), Standard Form 269 (long form) is required on an annual basis and must be submitted for each budget period no later than 90 days after the close of the budget period. The FSR 269 is required for each 12 month period, regardless of the overall length of the approved extension period

