

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Service Agreement Contracts for Adult Drug Court**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 the Service Agreement contracts for Adult Drug Court.

County-wide

Michele Saunders

BACKGROUND:

On April 28, 2009 the Board of County Commissioners approved a request of the Adult Drug Court to serve as the applicant and fiscal agent in pursuit of the Adult Drug Court Expansion grant offered by the Substance Abuse and Mental Health Services Administration (SAMHSA). Funds will be used to enhance the Drug Court Operations to serve more non-violent offenders whose legal problems stem from the abuse and to expand community services necessary for these participants.

Seminole County was awarded the grant in the amount of \$299,867.00 per year for a 3-year period, totaling an award amount of \$899,601.00 with no match requirement. The grant application identified the community service providers who will be delivering the varied of treatment and support services. These services include: drug and alcohol testing and counseling, substance abuse education, HIV/AIDS testing and education, vocational assessments, case management, inpatient detox as needed, drug court coordination and administrative assistance.

The Service Agreements have been drafted, reviewed and signed off by the respective agencies.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Service Agreement contracts for Adult Drug Court.

ATTACHMENTS:

1. Agreement
2. Agreement
3. Agreement
4. Agreement
5. Agreement
6. Agreement

Additionally Reviewed By:

County Attorney Review (Susan Dietrich)

NEW LIFE CONNECTIONS, INC. AGREEMENT

THIS AGREEMENT is made and entered this ____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and **NEW LIFE CONNECTIONS, INC.**, a Florida for profit corporation, whose address is 404 West 25th Street, Sanford, Florida 32771, hereinafter referred to as "NEW LIFE".

W I T N E S S E T H:

WHEREAS, on September 11, 2009, the United States Department of Health and Human Services, through its Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment awarded a grant to COUNTY in the amount of TWO HUNDRED NINETY-NINE THOUSAND EIGHT HUNDRED SIXTY-SEVEN AND NO/100 DOLLARS (\$299,867.00) for expansion and enhancement of the Seminole County Adult Treatment Drug Court Program; and



WHEREAS, NEW LIFE provides a variety of counseling and education services to residents of Seminole County, Florida to facilitate healing from substance abuse or dependence on substances; and

WHEREAS, the COUNTY has authorized funding of NEW LIFE, whose programs and services are deemed to serve a COUNTY purpose; and

WHEREAS, the COUNTY has appropriated funds to assist in furtherance of the aforementioned COUNTY purpose,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

Section 2. Term. The term of this Agreement is from October 1, 2009 through September 30, 2010, the date of signature by the parties notwithstanding, unless earlier terminated as provided herein.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that NEW LIFE fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by NEW LIFE after NEW LIFE has received notice of termination. Upon said termination, NEW LIFE shall immediately refund those funds to the COUNTY or otherwise utilize such funds as the COUNTY directs. Any requirements set forth in Sections 7, 8, 9 and 12 hereunder shall survive the term of this Agreement as a whole.

Services 4. Services. NEW LIFE shall use funds from this Agreement in conjunction with monies granted by the State of Florida, the Federal government, or any public or private agency to provide services to residents of Seminole County, Florida with substance abuse problems, as described in Exhibit "A" attached hereto and incorporated herein by reference.

Section 5. Revenue from Other Sources. It is understood that NEW LIFE has not previously entered into, and shall not enter into, an agreement with any other party, including service recipients hereunder, whereby NEW LIFE would be paid for providing the above services except as specified in Section 4 herein.

Section 6. Indemnification. NEW LIFE agrees to hold harmless, indemnify and defend the COUNTY, its commissioners, officers, employees and agents from and against any and all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising from, allegedly arising from, or in any way related to the provision of services hereunder by NEW LIFE. This Agreement by NEW LIFE to indemnify and hold the COUNTY harmless shall include all charges, expenses and costs, including attorneys' fees, incurred by the COUNTY on account of or by reason of such injuries, damages, liability claims, suits or losses and on damages growing out of same.

Section 7. Insurance.

(a) NEW LIFE shall provide, pay for, and maintain in force at all times during the term of this Agreement, such insurance, including Workers' Compensation Insurance, General Liability Insurance, and Property Damage Insurance, as will provide the COUNTY with the protection contained in the foregoing Indemnification provision.

(b) Such policy or policies shall be issued by companies authorized to do business in the State of Florida. NEW LIFE shall specifically protect the COUNTY by either naming the COUNTY as a named insured under such policies, or, in the alternative, by providing an endorsement in accordance with the Indemnification provision herein. Such policies shall contain, as a minimum, the following provisions, coverages and policy limits of liability:

(1) General Liability Insurance. NEW LIFE shall carry limits of not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for injuries, including accidental or wrongful death to any one person and subject to the same limit for each person, in an

amount not less than TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) on account of one occurrence.

(2) Property Damage Insurance. NEW LIFE shall carry limits in an amount not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for property damage on account of any one claim and in an amount not less than TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) for property damages on account of any one occurrence.

(c) Prior to the commencement of services hereunder, NEW LIFE shall furnish to the COUNTY a certificate or written statement of the above required insurance. The policies evidencing the required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the COUNTY in such insurance shall not be effective until thirty (30) days after written notice thereof is received by the COUNTY.

(d) The maintenance of the insurance coverage set forth herein shall not be construed to limit NEW LIFE'S liability under the Indemnification provision set forth hereinabove.

(e) NEW LIFE agrees to insert the substance of this section, including this paragraph (e) in all subcontracts hereunder.

Section 8. Billing and Payment. The COUNTY hereby agrees to reimburse NEW LIFE up to a maximum sum of SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$7,500.00) annually for all services provided hereunder by NEW LIFE during the term of this Agreement. Said sum is payable in monthly installments upon:

(a) Receipt by the COUNTY of a payment request, attached hereto and incorporated herein as Exhibit "B". Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Director of the COUNTY'S Community Services Department that the services for which reimbursement is sought

are in accordance with service projections as described in Exhibit "A" and that NEW LIFE has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Michele Saunders, LCSW, Director
Seminole County Department of Community Services
534 West Lake Mary Boulevard
Sanford, FL 32773

Section 9. Reporting Requirements.

(a) NEW LIFE shall submit all data and information set forth in Exhibit "A" to the E-Court data system within five (5) days after contact with each client.

(b) NEW LIFE shall report any additional performance and outcome measures to the Eighteenth Judicial Circuit's Drug Court Coordinator as required by the COUNTY's Drug Court Evaluator. NEW LIFE shall submit the data referenced herein to the Drug Court Evaluator on a quarterly basis.

(c) NEW LIFE shall submit such additional information as required by the COUNTY to assess program effectiveness.

Section 10. Unavailability of Funds. If the COUNTY shall learn that funding from the State of Florida or the Federal government cannot be obtained, or continued on a matching basis, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to NEW LIFE as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by NEW LIFE after NEW LIFE has received such notice of termination. In the event there are any unused COUNTY funds, NEW LIFE shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

Section 11. Access to Records. NEW LIFE shall allow the COUNTY, its duly authorized agent and the public access to such of NEW LIFE'S records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with Chapter 119, Florida Statutes.

Section 12. Audit. NEW LIFE shall submit to the COUNTY an annual audit report during the term of this Agreement on or before December 31, 2010, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 13. Records and Reports. NEW LIFE shall maintain a client record file with detailed records for each client served. NEW LIFE shall include the following in each client file:

- (a) Assessment Report;
- (b) Progress notes with date, including beginning and ending times;
- (c) Aftercare recommendation;
- (d) Client consent forms for treatment and services; and
- (e) Applicable releases of information.

Furthermore, NEW LIFE must maintain on file current job descriptions for the Case Manager, Drug Court Coordinator and Administrative Assistant positions funded wholly or partially hereunder.

Section 14. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

FOR COUNTY

Director, Seminole County Department of Community Services
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

FOR NEW LIFE

Marla Dunn
New Life Connections, Inc.
404 West 25th Street
Sanford, Florida 32771

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

Section 15. Assignments. Neither party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other.

Section 16. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, NEW LIFE shall comply with the Notice of Award issued to COUNTY attached hereto and incorporated herein as Exhibit "C" and all applicable Federal and State statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of the foregoing statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to NEW LIFE as provided hereinabove.

Section 17. Equal Opportunity. NEW LIFE agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 18. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida and the parties consent to venue in the Circuit Court in and for Seminole

County, Florida, as to state actions and the United States District Court for the Middle District of Florida as to federal actions.

Section 19. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

Section 20. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.

Section 21. Independent Contractor.

(a) It is agreed by the parties that at all times and for all purposes within the scope of this Agreement, the relationship of NEW LIFE to the COUNTY is that of independent contractor and not that of employee.

(b) No statement contained in this Agreement shall be construed so as to find NEW LIFE, including its officers, employees and agents, an employee of the COUNTY, and NEW LIFE, its officers, employees and agents shall not be entitled to the rights, privileges or benefits of COUNTY employees.

Section 22. Conflict of Interest.

(a) NEW LIFE agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) NEW LIFE hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of NEW LIFE to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, NEW LIFE hereby agrees that monies received from the COUNTY pursuant to this Agreement shall not be used for the purpose of lobbying the Legislature or any other Federal or State agency.

Section 23. Entire Agreement.

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

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IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed.

ATTEST:

NEW LIFE CONNECTIONS, INC.

_____, Secretary

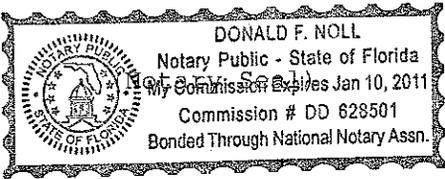
By: Marla J. Dann
MARLA J. DANN, President

(Corporate Seal)

Date: 12-17-09

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this 17 day of Dec, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MARLA J. DANN and _____, as President and Secretary, respectively, of NEW LIFE CONNECTIONS, INC., a ~~for~~ profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced FI Id as identification and did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.



Don Noll
NOTARY PUBLIC
Print Name Don Noll
Notary Public in and for the County
and State Aforementioned
My commission expires: Jan 10 2011

[Balance of this page intentionally blank; signatory page continues on Page 11]

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.
Approved as to form and
legal sufficiency.

As authorized for execution by the Board
of County Commissioners at its _____,
200__, regular meeting.

County Attorney

SED/dre
12/10/09

3 Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Payment Request Form
- Exhibit "C" - Notice of Award

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EXHIBIT A: Scope of Services, Data Collection for Performance and Outcome Measures

Agency: New Life Connections, Inc.

SCOPE OF SERVICES:

Services to be delivered: 6-week Drug Education Program

Education/Experience: Minimum of a Masters Degree in the Human Services Field, with at least one year experience with substance abuse; or a minimum of three years experience with substance abuse treatment in lieu of degree

Number of units delivered (clients to be served): 50

Reimbursement rate per service: \$150 per client

Target Population: People who are considered indigent and unable to pay for the service and have been ordered to this service via Adult Drug Court

DATA COLLECTION for PERFORMANCE AND OUTCOME MEASURES:

Client demographics

Number of clients served

Number of clients who completed education program

Number of clients who dropped out

Identification of evidenced based practices used

And any additional information identified by the Drug Court Evaluator



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

EXHIBIT C

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 (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
Direct Cost	\$293,987
Indirect Cost	\$5,880
Approved Budget	\$299,867
Federal Share	\$299,867
Cumulative Prior Awards for this Budget Period	\$0
AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$299,867

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

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 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; Richard Thoreson (CSAT) at 240-276-2827 or richard.thoreson@samhsa.hhs.gov; or Sarah Wattenberg (OPPB) at 240-276-2975 or 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

authorized by SAMHSA. In addition, a final FSR 269 is due within 90 days after the end of the extension. If applicable, include the required match on this form under Transactions (#10 a-d), Recipient's share of net outlays (#10 e-i) and Program Income (q-t) in order for SAMHSA to determine whether matching is being provided and the rate of expenditure is appropriate. Adjustments to the award amount, if necessary, will be made if the grantee fails to meet the match. The FSR must be prepared on a cumulative basis and all program income must be reported. Disbursements reported on the FSR must equal/or agree with the Final Payment Management System Report (PSC-272). The FSR may be accessed from the following website at <http://www.psc.gov/forms/sf/SF-269.pdf> and the data can be entered directly on the form and the system will calculate the figures and then print and mail to this office.

2) Submission of a Programmatic semi-annual Report is due no later than the dates as follows:

1st Report - April 30, 2010
2nd Report - October 31, 2010

3) The grantee must comply with the GPRA requirements that include the collection and periodic reporting of performance data as specified in the RFA or by the Project Officer. This information is needed in order to comply with PL 102-62 which requires that SAMHSA report evaluation data to ensure the effectiveness and efficiency of its programs.

4) Submission of audit reports in accordance with the procedures established in OMB Circular A-133 is required by the Single Audit Act Amendments of 1966 (P.L. 104-156). An audit is required for all entities which expend \$500,000 or more of Federal funds in each fiscal year and is due to the Clearinghouse within 30 days of receipt from the auditor or within nine (9) months of the fiscal year, whichever occurs first, to the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, IN 47132

Failure to comply with the above stated terms and conditions may result in suspension, classification as High Risk status, termination of this award or denial of funding in the future.

INDIRECT COSTS:

If the grantee chooses to establish an indirect cost rate agreement, it is required to submit an indirect cost rate proposal to the appropriate office within 90 days from the start date of the project period. For additional information, please refer to HHS Grants Policy Statement Section I, pages 23-24.

SAMHSA will not accept a research indirect cost rate. The grantee must use other-sponsored program rate or lowest rate available.

Please contact the appropriate office of the Division of Cost Allocation to begin the process for establishing an indirect cost rate. To find a list of HHS Division of Cost Allocation Regional Offices, go to the SAMHSA website www.samhsa.gov, then click on "grants"; then click on "Important offices".

All responses to special terms and conditions of award and postaward requests must be mailed to the Division of Grants Management, OPS, SAMHSA below:

For Regular Delivery:
Division of Grants Management,
OPS, SAMHSA
1 Choke Cherry Road, Room 7-1091
Rockville, MD 20857

For Overnight or Direct Delivery:
Division of Grants Management,
OPS, SAMHSA
1 Choke Cherry Road, Room 7-1091

Rockville, MD 20850

CONTACTS:

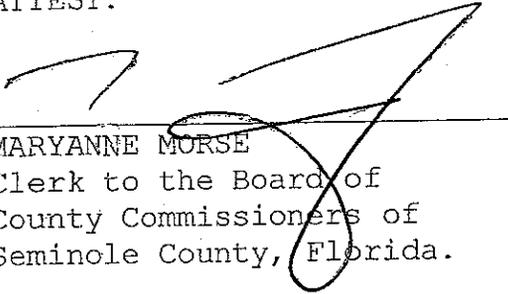
Holly Rogers, Program Official
Phone: (240) 276-2916 Email: holly.rogers@samhsa.hhs.gov Fax: (240) 276-2970

HZ
Helen Zhou, Grants Specialist
Phone: (240) 276-2482 Email: helen.zhou@samhsa.hhs.gov Fax: (240) 276-2410

Seminole County hereby accepts the United States Department of Health and Human Services grant funding in the amount of \$299,867.00 and agrees to the special terms and conditions associated therewith relative to Grant No. 1H79TI021531-01 (Seminole County Adult Treatment Drug Court Expansion and Enhancement).

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:



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

By: 

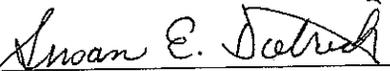
BOB DALLARI, Chairman

Date: October 29, 2009

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution by the
Board of County Commissioners at
their Oct. 27, 2009
regular meeting.

 10-28-09

County Attorney

SEMINOLE COMMUNITY MENTAL HEALTH CENTER, INC. AGREEMENT

THIS AGREEMENT is made and entered this ____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and **SEMINOLE COMMUNITY MENTAL HEALTH CENTER, INC.**, a Florida not-for-profit corporation d/b/a **SEMINOLE BEHAVIORAL HEALTHCARE**, whose address is 237 Fernwood Boulevard, Fern Park, Florida 32730, hereinafter referred to as the "CENTER".

W I T N E S S E T H:

WHEREAS, on September 11, 2009, the United States Department of Health and Human Services, through its Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment awarded a grant to COUNTY in the amount of TWO HUNDRED NINETY-NINE THOUSAND EIGHT HUNDRED SIXTY-SEVEN AND NO/100 DOLLARS (\$299,867.00) for expansion and enhancement of the Seminole County Adult Treatment Drug Court Program; and

WHEREAS, the CENTER provides an array of inpatient and outpatient treatment services to residents of Seminole County, Florida suffering with mental illnesses and/or substance abuse disorders; and

WHEREAS, the COUNTY has authorized funding of the CENTER, whose programs and services are deemed to serve a COUNTY purpose; and

WHEREAS, the COUNTY has appropriated funds to assist in furtherance of the aforementioned COUNTY purpose,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

Section 2. Term. The term of this Agreement is from October 1, 2009 through September 30, 2010, the date of signature by the parties notwithstanding, unless earlier terminated as provided herein.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that the CENTER fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by the CENTER after the CENTER has received notice of termination. Upon said termination, the CENTER shall immediately refund those funds to the COUNTY or otherwise utilize such funds as the COUNTY directs. Any requirements set forth in Sections 7, 8, 9 and 12 hereunder shall survive the term of this Agreement as a whole.

Services 4. Services. The CENTER shall use funds from this Agreement in conjunction with monies granted by the State of Florida, the Federal government, or any public or private agency to provide inpatient and outpatient treatment services to residents of Seminole County, Florida suffering with mental illnesses and/or substance abuse disorders, as described in Exhibit "A" attached hereto and incorporated herein by reference.

Section 5. Revenue from Other Sources. It is understood that CENTER has not previously entered into, and shall not enter into, an agreement with any other party, including service recipients hereunder,

whereby CENTER would be paid for providing the above services except as specified in Section 4 herein.

Section 6. Indemnification. The CENTER agrees to hold harmless, indemnify and defend the COUNTY, its commissioners, officers, employees and agents from and against any and all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising from, allegedly arising from, or in any way related to the provision of services hereunder by the CENTER. This Agreement by the CENTER to indemnify and hold the COUNTY harmless shall include all charges, expenses and costs, including attorneys' fees, incurred by the COUNTY on account of or by reason of such injuries, damages, liability claims, suits or losses and on damages growing out of same.

Section 7. Insurance.

(a) The CENTER shall provide, pay for, and maintain in force at all times during the term of this Agreement, such insurance, including Workers' Compensation Insurance, General Liability Insurance, and Property Damage Insurance, as will provide the COUNTY with the protection contained in the foregoing Indemnification provision.

(b) Such policy or policies shall be issued by companies authorized to do business in the State of Florida. The CENTER shall specifically protect the COUNTY by either naming the COUNTY as a named insured under such policies, or, in the alternative, by providing an endorsement in accordance with the Indemnification provision herein. Such policies shall contain, as a minimum, the following provisions, coverages and policy limits of liability:

(1) General Liability Insurance. The CENTER shall carry limits of not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for injuries, including accidental or wrongful death to

any one person and subject to the same limit for each person, in an amount not less than TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) on account of one occurrence.

(2) Property Damage Insurance. The CENTER shall carry limits in an amount not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for property damage on account of any one claim and in an amount not less than TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) for property damages on account of any one occurrence.

(c) Prior to the commencement of services hereunder, the CENTER shall furnish to the COUNTY a certificate or written statement of the above required insurance. The policies evidencing the required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the COUNTY in such insurance shall not be effective until thirty (30) days after written notice thereof is received by the COUNTY.

(d) The maintenance of the insurance coverage set forth herein shall not be construed to limit the CENTER'S liability under the Indemnification provision set forth hereinabove.

(e) The CENTER agrees to insert the substance of this section, including this paragraph (e) in all subcontracts hereunder.

Section 8. Billing and Payment. The COUNTY hereby agrees to reimburse the CENTER up to a maximum sum of EIGHTEENTH THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$18,750.000) annually for all services provided hereunder by the CENTER during the term of this Agreement. Said sum is payable in monthly installments upon:

(a) Receipt by the COUNTY of a payment request, attached hereto and incorporated herein as Exhibit "B". Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Director of the COUNTY's Community Services Department that the services for which reimbursement is sought are in accordance with service projections as described in Exhibit "A" and that the CENTER has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Michele Saunders, LCSW, Director
Seminole County Department of Community Services
534 West Lake Mary Boulevard
Sanford, FL 32773

Section 9. Reporting Requirements.

(a) The CENTER shall submit all data and information set forth in Exhibit "A" to the E-Court data system within five (5) days after contact with each client.

(b) The CENTER shall report any additional performance and outcome measures to the Eighteenth Judicial Circuit's Drug Court Coordinator as required by the COUNTY's Drug Court Evaluator. The CENTER shall submit the data referenced herein to the Drug Court Evaluator on a quarterly basis.

(c) The CENTER shall submit such additional information as required by the COUNTY to assess program effectiveness.

Section 10. Unavailability of Funds. If the COUNTY shall learn that funding from the State of Florida or the Federal government cannot be obtained, or continued on a matching basis, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to the CENTER as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by the CENTER after the CENTER has received such notice of termination. In the event there are any unused COUNTY funds, the CENTER shall promptly

refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

Section 11. Access to Records. The CENTER shall allow the COUNTY, its duly authorized agent and the public access to such of the CENTER'S records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with Chapter 119, Florida Statutes.

Section 12. Audit. The CENTER shall submit to the COUNTY an annual audit report during the term of this Agreement on or before December 31, 2010, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 13. Records and Reports. The CENTER shall maintain a client record file with detailed records for each client served. The CENTER shall include the following in each client file:

- (a) Assessment Report;
- (b) Treatment Plan;
- (c) Treatment progress notes with date, including beginning and ending times for each service delivered;
- (d) Drug test results;
- (e) Discharge/After care Plan;
- (f) Client consent forms for treatment compliance; and
- (g) Applicable releases of information.



Section 14. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

FOR COUNTY

Director, Seminole County Department of Community Services
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

FOR CENTER

Wayne Dreggors
Seminole Community Mental Health Center, Inc.
d/b/a Seminole Behavioral Healthcare
Seminole County Center for Co-Occurring Disorders
300 South Bay Avenue
Sanford, Florida 32771

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

Section 15. Assignments. Neither party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other.

Section 16. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CENTER shall comply with the Notice of Award issued to COUNTY attached hereto and incorporated herein as Exhibit "C" and all applicable Federal and State statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of the foregoing statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CENTER as provided hereinabove.

Section 17. Equal Opportunity. The CENTER agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 18. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida and the parties consent to venue in the Circuit Court in and for Seminole

County, Florida, as to state actions and the United States District Court for the Middle District of Florida as to federal actions.

Section 19. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

Section 20. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.

Section 21. Independent Contractor.

(a) It is agreed by the parties that at all times and for all purposes within the scope of this Agreement, the relationship of the CENTER to the COUNTY is that of independent contractor and not that of employee.

(b) No statement contained in this Agreement shall be construed so as to find the CENTER, including its officers, employees and agents, an employee of the COUNTY, and the CENTER, its officers, employees and agents shall not be entitled to the rights, privileges or benefits of COUNTY employees.

Section 22. Conflict of Interest.

(a) CENTER agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) CENTER hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of CENTER to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, CENTER hereby agrees that monies received from the COUNTY pursuant to this Agreement shall not be used for the purpose of lobbying the Legislature or any other Federal or State agency.

Section 23. Entire Agreement.



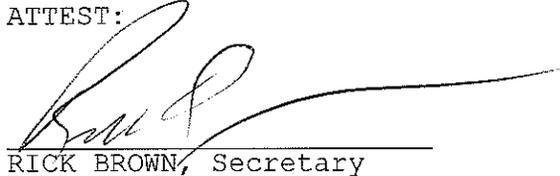
(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

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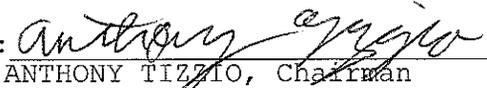
IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed.

ATTEST:


RICK BROWN, Secretary

(Corporate Seal)

SEMINOLE COMMUNITY MENTAL
HEALTH CENTER, INC. d/b/a
Seminole Behavioral Healthcare

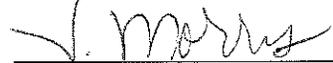
By: 
ANTHONY TIZZIO, Chairman

Date: 12/17/2009

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this 17th day of December, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ANTHONY TIZZIO and RICK BROWN, as Chairman and Secretary, respectively, of SEMINOLE COMMUNITY MENTAL HEALTH CENTER, INC., a non profit corporation organized under the laws of the State of Florida d/b/a Seminole Behavioral Healthcare, who are personally known to me or who have produced _____ as identification and did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.




NOTARY PUBLIC
Print Name Valerie Morris
Notary Public in and for the County
and State Aforementioned
My commission expires: 2/20/2012



[Balance of this page intentionally blank; signatory page continues on Page 11]

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.
Approved as to form and
legal sufficiency.

As authorized for execution by the Board
of County Commissioners at its _____,
200__, regular meeting.

County Attorney

SED/dre
12/09/09

3 Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Payment Request Form
- Exhibit "C" - Notice of Award

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EXHIBIT A

SCOPE OF SERVICES

Data Collection For Performance And Outcome Measures

Agency: Seminole Community Mental Health Center, Inc. d/b/a
Seminole Behavioral Healthcare

Scope of Services

Services to be delivered: Inpatient Residential Treatment to include clinical assessment, individualized treatment plan, full range of individual, group and family therapy

Number of units delivered (clients to be served): 150 units

Reimbursement rate per service: \$125.00 per day for 30 days

Target Population: People who are considered indigent and unable to pay for the service and have been ordered to this service via Adult Drug Court

DATA COLLECTION FOR PERFORMANCE AND OUTCOME MEASURES:

Client demographics

Number of clients served

Number of clients who followed through with treatment services

Number of client who dropped out

And any additional information identified by the Drug Court Evaluator



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

EXHIBIT C

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 (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
Direct Cost	\$293,987
Indirect Cost	\$5,880
Approved Budget	\$299,867
Federal Share	\$299,867
Cumulative Prior Awards for this Budget Period	\$0
AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$299,867

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

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 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; Richard Thoreson (CSAT) at 240-276-2827 or richard.thoreson@samhsa.hhs.gov; or Sarah Wattenberg (OPPB) at 240-276-2975 or 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

authorized by SAMHSA. In addition, a final FSR 269 is due within 90 days after the end of the extension. If applicable, include the required match on this form under Transactions (#10 a-d), Recipient's share of net outlays (#10 e-i) and Program Income (q-t) in order for SAMHSA to determine whether matching is being provided and the rate of expenditure is appropriate. Adjustments to the award amount, if necessary, will be made if the grantee fails to meet the match. The FSR must be prepared on a cumulative basis and all program income must be reported. Disbursements reported on the FSR must equal/or agree with the Final Payment Management System Report (PSC-272). The FSR may be accessed from the following website at <http://www.psc.gov/forms/sf/SF-269.pdf> and the data can be entered directly on the form and the system will calculate the figures and then print and mail to this office.

2) Submission of a Programmatic semi-annual Report is due no later than the dates as follows:

1st Report - April 30, 2010
2nd Report - October 31, 2010

3) The grantee must comply with the GPRA requirements that include the collection and periodic reporting of performance data as specified in the RFA or by the Project Officer. This information is needed in order to comply with PL 102-62 which requires that SAMHSA report evaluation data to ensure the effectiveness and efficiency of its programs.

4) Submission of audit reports in accordance with the procedures established in OMB Circular A-133 is required by the Single Audit Act Amendments of 1966 (P.L. 104-156). An audit is required for all entities which expend \$500,000 or more of Federal funds in each fiscal year and is due to the Clearinghouse within 30 days of receipt from the auditor or within nine (9) months of the fiscal year, whichever occurs first, to the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, IN 47132

Failure to comply with the above stated terms and conditions may result in suspension, classification as High Risk status, termination of this award or denial of funding in the future.

INDIRECT COSTS:

If the grantee chooses to establish an indirect cost rate agreement, it is required to submit an indirect cost rate proposal to the appropriate office within 90 days from the start date of the project period. For additional information, please refer to HHS Grants Policy Statement Section I, pages 23-24.

SAMHSA will not accept a research indirect cost rate. The grantee must use other-sponsored program rate or lowest rate available.

Please contact the appropriate office of the Division of Cost Allocation to begin the process for establishing an indirect cost rate. To find a list of HHS Division of Cost Allocation Regional Offices, go to the SAMHSA website www.samhsa.gov, then click on "grants"; then click on "Important offices".

All responses to special terms and conditions of award and postaward requests must be mailed to the Division of Grants Management, OPS, SAMHSA below:

For Regular Delivery:
Division of Grants Management,
OPS, SAMHSA
1 Choke Cherry Road, Room 7-1091
Rockville, MD 20857

For Overnight or Direct Delivery:
Division of Grants Management,
OPS, SAMHSA
1 Choke Cherry Road, Room 7-1091

Rockville, MD 20850

CONTACTS:

Holly Rogers, Program Official

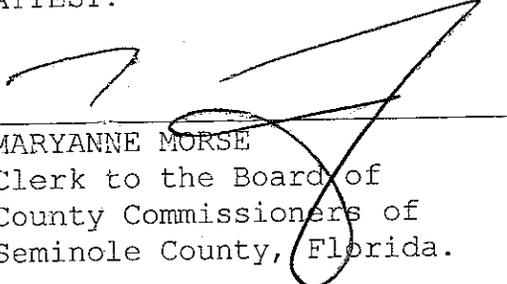
Phone: (240) 276-2916 Email: holly.rogers@samhsa.hhs.gov Fax: (240) 276-2970

HZ
Helen Zhou, Grants Specialist

Phone: (240) 276-2482 Email: helen.zhou@samhsa.hhs.gov Fax: (240) 276-2410

Seminole County hereby accepts the United States Department of Health and Human Services grant funding in the amount of \$299,867.00 and agrees to the special terms and conditions associated therewith relative to Grant No. 1H79TI021531-01 (Seminole County Adult Treatment Drug Court Expansion and Enhancement).

ATTEST:



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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: 

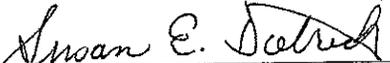
BOB DALLARI, Chairman

Date: October 29, 2009

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution by the
Board of County Commissioners at
their Oct. 27, 2009
regular meeting.

 10-28-09

County Attorney

THE GROVE COUNSELING CENTER, INC. AGREEMENT

THIS AGREEMENT is made and entered this ____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and **THE GROVE COUNSELING CENTER, INC.**, a Florida not-for-profit corporation, whose address is 111 West Magnolia Avenue, Longwood, Florida 32750, hereinafter referred to as the "CENTER".

W I T N E S S E T H:

WHEREAS, on September 11, 2009, the United States Department of Health and Human Services, through its Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment awarded a grant to COUNTY in the amount of TWO HUNDRED NINETY-NINE THOUSAND EIGHT HUNDRED SIXTY-SEVEN AND NO/100 DOLLARS (\$299,867.00) for expansion and enhancement of the Seminole County Adult Treatment Drug Court Program; and



WHEREAS, the CENTER provides outpatient group and individual substance abuse services and clinical supervision to individuals residing in Seminole County, Florida identified through the Eighteenth Judicial Circuit's Adult Drug Court; and

WHEREAS, the COUNTY has authorized funding of the CENTER, whose programs and services are deemed to serve a COUNTY purpose; and

WHEREAS, the COUNTY has appropriated funds to assist in furtherance of the aforementioned COUNTY purpose,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

Section 2. Term. The term of this Agreement is from October 1, 2009 through September 30, 2010, the date of signature by the parties notwithstanding, unless earlier terminated as provided herein.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that the CENTER fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by the CENTER after the CENTER has received notice of termination. Upon said termination, the CENTER shall immediately refund those funds to the COUNTY or otherwise utilize such funds as the COUNTY directs. Any requirements set forth in Sections 7, 8, 9 and 12 hereunder shall survive the term of this Agreement as a whole.

Services 4. Services. The CENTER shall use funds from this Agreement in conjunction with monies granted by the State of Florida, the Federal government, or any public or private agency to provide services to residents of Seminole County, Florida with substance abuse problems, as described in Exhibit "A" attached hereto and incorporated herein by reference.

Section 5. Revenue from Other Sources. It is understood that CENTER has not previously entered into, and shall not enter into, an agreement with any other party, including service recipients hereunder, whereby CENTER would be paid for providing the above services except as specified in Section 4 herein.

Section 6. Indemnification. The CENTER agrees to hold harmless, indemnify and defend the COUNTY, its commissioners, officers, employees and agents from and against any and all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising from, allegedly arising from, or in any way related to the provision of services hereunder by the CENTER. This Agreement by the CENTER to indemnify and hold the COUNTY harmless shall include all charges, expenses and costs, including attorneys' fees, incurred by the COUNTY on account of or by reason of such injuries, damages, liability claims, suits or losses and on damages growing out of same.

Section 7. Insurance.

(a) The CENTER shall provide, pay for, and maintain in force at all times during the term of this Agreement, such insurance, including Workers' Compensation Insurance, General Liability Insurance, and Property Damage Insurance, as will provide the COUNTY with the protection contained in the foregoing Indemnification provision.

(b) Such policy or policies shall be issued by companies authorized to do business in the State of Florida. The CENTER shall specifically protect the COUNTY by either naming the COUNTY as a named insured under such policies, or, in the alternative, by providing an endorsement in accordance with the Indemnification provision herein. Such policies shall contain, as a minimum, the following provisions, coverages and policy limits of liability:

(1) General Liability Insurance. The CENTER shall carry limits of not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for injuries, including accidental or wrongful death to any one person and subject to the same limit for each person, in an

amount not less than TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) on account of one occurrence.

(2) Property Damage Insurance. The CENTER shall carry limits in an amount not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for property damage on account of any one claim and in an amount not less than TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) for property damages on account of any one occurrence.

(c) Prior to the commencement of services hereunder, the CENTER shall furnish to the COUNTY a certificate or written statement of the above required insurance. The policies evidencing the required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the COUNTY in such insurance shall not be effective until thirty (30) days after written notice thereof is received by the COUNTY.

(d) The maintenance of the insurance coverage set forth herein shall not be construed to limit the CENTER'S liability under the Indemnification provision set forth hereinabove.

(e) The CENTER agrees to insert the substance of this section, including this paragraph (e) in all subcontracts hereunder.

Section 8. Billing and Payment. The COUNTY hereby agrees to reimburse the CENTER up to a maximum sum of THIRTY-FOUR THOUSAND SIXTEEN AND NO/100 DOLLARS (\$34,016.00) annually for all services provided hereunder by the CENTER during the term of this Agreement. Said sum is payable in monthly installments upon:

(a) Receipt by the COUNTY of a payment request, attached hereto and incorporated herein as Exhibit "B". Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Director of the COUNTY'S Community Services Department that the services for which reimbursement is sought

are in accordance with service projections as described in Exhibit "A" and that the CENTER has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Michele Saunders, LCSW, Director
Seminole County Department of Community Services
534 West Lake Mary Boulevard
Sanford, FL 32773

Section 9. Reporting Requirements.

(a) The CENTER shall submit all data and information set forth in Exhibit "A" to the E-Court data system within five (5) days after contact with each client.

(b) The CENTER shall report any additional performance and outcome measures to the Eighteenth Judicial Circuit's Drug Court Coordinator as required by the COUNTY's Drug Court Evaluator. The CENTER shall submit the data referenced herein to the Drug Court Evaluator on a quarterly basis.

(c) The CENTER shall submit such additional information as required by the COUNTY to assess program effectiveness.

Section 10. Unavailability of Funds. If the COUNTY shall learn that funding from the State of Florida or the Federal government cannot be obtained, or continued on a matching basis, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to the CENTER as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by the CENTER after the CENTER has received such notice of termination. In the event there are any unused COUNTY funds, the CENTER shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

Section 11. Access to Records. The CENTER shall allow the COUNTY, its duly authorized agent and the public access to such of the CENTER'S records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with Chapter 119, Florida Statutes.

Section 12. Audit. The CENTER shall submit to the COUNTY an annual audit report during the term of this Agreement on or before December 31, 2010, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 13. Records and Reports. The CENTER shall maintain a client record file with detailed records for each client served. The CENTER shall include the following in each client file:

- (a) Assessment Report;
- (b) Treatment Plan;
- (c) Treatment progress notes with date, including beginning and ending times for each service delivered;
- (d) Drug test results;
- (e) Discharge/After care Plan;
- (f) Client consent forms for treatment compliance; and
- (g) Applicable releases of information.

Section 14. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

FOR COUNTY

Director, Seminole County Department of Community Services
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

FOR CENTER

Larry Birch, President/Director
The Grove Counseling Center, Inc.
111 West Magnolia Avenue
Longwood, Florida 32750

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

Section 15. Assignments. Neither party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other.

Section 16. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CENTER shall comply with the Notice of Award issued to COUNTY attached hereto and incorporated herein as Exhibit "C" and all applicable Federal and State statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of the foregoing statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CENTER as provided hereinabove.

Section 17. Equal Opportunity. The CENTER agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 18. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida and the parties consent to venue in the Circuit Court in and for Seminole

County, Florida, as to state actions and the United States District Court for the Middle District of Florida as to federal actions.

Section 19. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

Section 20. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.

Section 21. Independent Contractor.

(a) It is agreed by the parties that at all times and for all purposes within the scope of this Agreement, the relationship of the CENTER to the COUNTY is that of independent contractor and not that of employee.

(b) No statement contained in this Agreement shall be construed so as to find the CENTER, including its officers, employees and agents, an employee of the COUNTY, and the CENTER, its officers, employees and agents shall not be entitled to the rights, privileges or benefits of COUNTY employees.

Section 22. Conflict of Interest.

(a) CENTER agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) CENTER hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of CENTER to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, CENTER hereby agrees that monies received from the COUNTY pursuant to this Agreement shall not be used for the purpose of lobbying the Legislature or any other Federal or State agency.

Section 23. Entire Agreement.

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

[Balance of this page intentionally blank; signatory page follows]

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed.

ATTEST:
[Signature]
_____, Secretary
(Corporate Seal)

THE GROVE COUNSELING CENTER, INC.
By: [Signature]
LARRY BIRCH, President
Date: 12/15/09

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this 15th day of DECEMBER, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LARRY BIRCH and ROBERT MERCHANT, as President and Secretary, respectively, of THE GROVE COUNSELING CENTER, INC., a non profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification and did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

(Notary Seal)

[Signature]
NOTARY PUBLIC
Print Name LINDA J. KELLERMANN
Notary Public in and for the County
and State Aforementioned
My commission expires: July 22, 2012



[Balance of this page intentionally blank; signatory page continues on Page 11]

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.
Approved as to form and
legal sufficiency.

As authorized for execution by the Board
of County Commissioners at its _____,
200__, regular meeting.

County Attorney

SED/dre
12/10/09

3 Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Payment Request Form
- Exhibit "C" - Notice of Award

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EXHIBIT A: Scope of Services, Data Collection for Performance and Outcome Measures

Agency: The Grove, Inc.

SCOPE OF SERVICES:

Services to be delivered:

Clinical Assessment

Individualized treatment plan

Group and individual substance abuse counseling for Drug Court Phases 1 – 4

Random Drug Testing

Must have a male and female available to oversee drug testing at all sites where drug testing will take place

80% of urinalysis must be observed and all unobserved urinalysis screenings should reflect the temperature of the specimen.

Education: Counselor must possess a minimum of a Master's Degree in the Human Services field; must have a Certified Addictions Professionals certificate, must have a minimum of two years experience in the substance abuse field

Licensure: Agency must be licensed by the State of Florida Alcohol, Drug Abuse and Mental Health Program Office to provide outpatient substance abuse services including counseling and drug testing.

Number of hours delivered: 1,560 for the Counselor; 20.80 hours for the Supervisor

Staffing: .75 FTE for counseling; .10 FTE for clinical supervision

Target Population: People who are considered indigent and unable to pay for the service and have been ordered to this service via Adult Drug Court

DATA COLLECTION for PERFORMANCE AND OUTCOME MEASURES:

Client demographics

Number of clients served

Number of clients who completed all phases

Number of clients who dropped out

Identification of evidenced based practices used

Effect of service on client

Barriers to success

And any additional information identified by the Drug Court Evaluator



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

EXHIBIT C

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 (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
Direct Cost	\$293,987
Indirect Cost	\$5,880
Approved Budget	\$299,867
Federal Share	\$299,867
Cumulative Prior Awards for this Budget Period	\$0
AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$299,867

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

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 as 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 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; Richard Thoreson (CSAT) at 240-276-2827 or richard.thoreson@samhsa.hhs.gov; or Sarah Wattenberg (OPPB) at 240-276-2975 or 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

authorized by SAMHSA. In addition, a final FSR 269 is due within 90 days after the end of the extension. If applicable, include the required match on this form under Transactions (#10 a-d), Recipient's share of net outlays (#10 e-i) and Program Income (q-t) in order for SAMHSA to determine whether matching is being provided and the rate of expenditure is appropriate. Adjustments to the award amount, if necessary, will be made if the grantee fails to meet the match. The FSR must be prepared on a cumulative basis and all program income must be reported. Disbursements reported on the FSR must equal/or agree with the Final Payment Management System Report (PSC-272). The FSR may be accessed from the following website at <http://www.psc.gov/forms/sf/SF-269.pdf> and the data can be entered directly on the form and the system will calculate the figures and then print and mail to this office.

2) Submission of a Programmatic semi-annual Report is due no later than the dates as follows:

1st Report - April 30, 2010
2nd Report - October 31, 2010

3) The grantee must comply with the GPRA requirements that include the collection and periodic reporting of performance data as specified in the RFA or by the Project Officer. This information is needed in order to comply with PL 102-62 which requires that SAMHSA report evaluation data to ensure the effectiveness and efficiency of its programs.

4) Submission of audit reports in accordance with the procedures established in OMB Circular A-133 is required by the Single Audit Act Amendments of 1966 (P.L. 104-156). An audit is required for all entities which expend \$500,000 or more of Federal funds in each fiscal year and is due to the Clearinghouse within 30 days of receipt from the auditor or within nine (9) months of the fiscal year, whichever occurs first, to the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, IN 47132

Failure to comply with the above stated terms and conditions may result in suspension, classification as High Risk status, termination of this award or denial of funding in the future.

INDIRECT COSTS:

If the grantee chooses to establish an indirect cost rate agreement, it is required to submit an indirect cost rate proposal to the appropriate office within 90 days from the start date of the project period. For additional information, please refer to HHS Grants Policy Statement Section I, pages 23-24.

SAMHSA will not accept a research indirect cost rate. The grantee must use other-sponsored program rate or lowest rate available.

Please contact the appropriate office of the Division of Cost Allocation to begin the process for establishing an indirect cost rate. To find a list of HHS Division of Cost Allocation Regional Offices, go to the SAMHSA website www.samhsa.gov, then click on "grants"; then click on "Important offices".

All responses to special terms and conditions of award and postaward requests must be mailed to the Division of Grants Management, OPS, SAMHSA below:

For Regular Delivery:
Division of Grants Management,
OPS, SAMHSA
1 Choke Cherry Road, Room 7-1091
Rockville, MD 20857

For Overnight or Direct Delivery:
Division of Grants Management,
OPS, SAMHSA
1 Choke Cherry Road, Room 7-1091

Rockville, MD 20850

CONTACTS:

Holly Rogers, Program Official

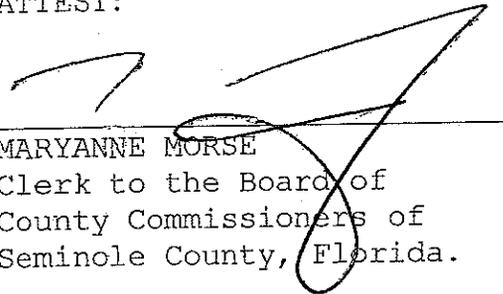
Phone: (240) 276-2916 Email: holly.rogers@samhsa.hhs.gov Fax: (240) 276-2970

HZ
Helen Zhou, Grants Specialist

Phone: (240) 276-2482 Email: helen.zhou@samhsa.hhs.gov Fax: (240) 276-2410

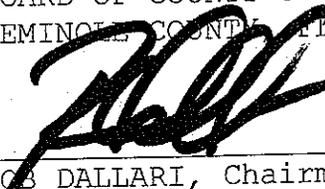
Seminole County hereby accepts the United States Department of Health and Human Services grant funding in the amount of \$299,867.00 and agrees to the special terms and conditions associated therewith relative to Grant No. 1H79TI021531-01 (Seminole County Adult Treatment Drug Court Expansion and Enhancement).

ATTEST:



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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: 

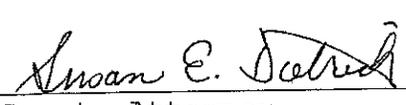
BOB DALLARI, Chairman

Date: October 29, 2009

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution by the
Board of County Commissioners at
their Oct. 27, 2009
regular meeting.

 10-28-09

County Attorney

PROJECT REFOCUS, INC. AGREEMENT

THIS AGREEMENT is made and entered this ____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and **PROJECT REFOCUS, INC.**, a Florida for profit corporation, whose address is 600 North Highway 17-92, Suite 122, Longwood, Florida 32750, hereinafter referred to as "PROJECT REFOCUS".

W I T N E S S E T H:

WHEREAS, on September 11, 2009, the United States Department of Health and Human Services, through its Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment awarded a grant to COUNTY in the amount of TWO HUNDRED NINETY-NINE THOUSAND EIGHT HUNDRED SIXTY-SEVEN AND NO/100 DOLLARS (\$299,867.00) for expansion and enhancement of the Seminole County Adult Treatment Drug Court Program; and



WHEREAS, PROJECT REFOCUS provides drug and alcohol education and case management services to residents of Seminole County, Florida struggling with substance abuse or dependence problems; and

WHEREAS, the COUNTY has authorized funding of PROJECT REFOCUS, whose programs and services are deemed to serve a COUNTY purpose; and

WHEREAS, the COUNTY has appropriated funds to assist in furtherance of the aforementioned COUNTY purpose,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

Section 2. Term. The term of this Agreement is from October 1, 2009 through September 30, 2010, the date of signature by the parties notwithstanding, unless earlier terminated as provided herein.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that PROJECT REFOCUS fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by PROJECT REFOCUS after PROJECT REFOCUS has received notice of termination. Upon said termination, PROJECT REFOCUS shall immediately refund those funds to the COUNTY or otherwise utilize such funds as the COUNTY directs. Any requirements set forth in Sections 7, 8, 9 and 12 hereunder shall survive the term of this Agreement as a whole.

Services 4. Services. PROJECT REFOCUS shall use funds from this Agreement in conjunction with monies granted by the State of Florida, the Federal government, or any public or private agency to provide services to residents of Seminole County, Florida with substance abuse problems, as described in Exhibit "A" attached hereto and incorporated herein by reference.

Section 5. Revenue from Other Sources. It is understood that PROJECT REFOCUS has not previously entered into, and shall not enter into, an agreement with any other party, including service recipients hereunder, whereby PROJECT REFOCUS would be paid for providing the above services except as specified in Section 4 herein.

Section 6. Indemnification. PROJECT REFOCUS agrees to hold harmless, indemnify and defend the COUNTY, its commissioners, officers, employees and agents from and against any and all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising from, allegedly arising from, or in any way related to the provision of services hereunder by PROJECT REFOCUS. This Agreement by PROJECT REFOCUS to indemnify and hold the COUNTY harmless shall include all charges, expenses and costs, including attorneys' fees, incurred by the COUNTY on account of or by reason of such injuries, damages, liability claims, suits or losses and on damages growing out of same.

Section 7. Insurance.

(a) PROJECT REFOCUS shall provide, pay for, and maintain in force at all times during the term of this Agreement, such insurance, including Workers' Compensation Insurance, General Liability Insurance, and Property Damage Insurance, as will provide the COUNTY with the protection contained in the foregoing Indemnification provision.

(b) Such policy or policies shall be issued by companies authorized to do business in the State of Florida. PROJECT REFOCUS shall specifically protect the COUNTY by either naming the COUNTY as a named insured under such policies, or, in the alternative, by providing an endorsement in accordance with the Indemnification provision herein.

Such policies shall contain, as a minimum, the following provisions, coverages and policy limits of liability:

(1) General Liability Insurance. PROJECT REFOCUS shall carry limits of not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for injuries, including accidental or wrongful death to any one person and subject to the same limit for each person, in an

amount not less than TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) on account of one occurrence.

(2) Property Damage Insurance. PROJECT REFOCUS shall carry limits in an amount not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for property damage on account of any one claim and in an amount not less than TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) for property damages on account of any one occurrence.

(c) Prior to the commencement of services hereunder, PROJECT REFOCUS shall furnish to the COUNTY a certificate or written statement of the above required insurance. The policies evidencing the required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the COUNTY in such insurance shall not be effective until thirty (30) days after written notice thereof is received by the COUNTY.

(d) The maintenance of the insurance coverage set forth herein shall not be construed to limit PROJECT REFOCUS'S liability under the Indemnification provision set forth hereinabove.

(e) PROJECT REFOCUS agrees to insert the substance of this section, including this paragraph (e) in all subcontracts hereunder.

Section 8. Billing and Payment. The COUNTY hereby agrees to reimburse PROJECT REFOCUS up to a maximum sum of THIRTY-SIX THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$36,400.00) annually for all services provided hereunder by PROJECT REFOCUS during the term of this Agreement. Said sum is payable in monthly installments upon:

(a) Receipt by the COUNTY of a payment request, attached hereto and incorporated herein as Exhibit "B". Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Director of the COUNTY'S Community Services Department that the services for which reimbursement is sought

are in accordance with service projections as described in Exhibit "A" and that PROJECT REFOCUS has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Michele Saunders, LCSW, Director
Seminole County Department of Community Services
534 West Lake Mary Boulevard
Sanford, FL 32773

Section 9. Reporting Requirements.

(a) PROJECT REFOCUS shall submit all data and information set forth in Exhibit "A" to the E-Court data system within five (5) days after contact with each client.

(b) PROJECT REFOCUS shall report any additional performance and outcome measures to the Eighteenth Judicial Circuit's Drug Court Coordinator as required by the COUNTY's Drug Court Evaluator. PROJECT REFOCUS shall submit the data referenced herein to the Drug Court Evaluator on a quarterly basis.

(c) PROJECT REFOCUS shall submit such additional information as required by the COUNTY to assess program effectiveness.

Section 10. Unavailability of Funds. If the COUNTY shall learn that funding from the State of Florida or the Federal government cannot be obtained, or continued on a matching basis, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to PROJECT REFOCUS as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by PROJECT REFOCUS after PROJECT REFOCUS has received such notice of termination. In the event there are any unused COUNTY funds, PROJECT REFOCUS shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

Section 11. Access to Records. PROJECT REFOCUS shall allow the COUNTY, its duly authorized agent and the public access to such of PROJECT REFOCUS'S records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with Chapter 119, Florida Statutes.

Section 12. Audit. PROJECT REFOCUS shall submit to the COUNTY an annual audit report during the term of this Agreement on or before December 31, 2010, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 13. Records and Reports. PROJECT REFOCUS shall maintain a client record file with detailed records for each client served. PROJECT REFOCUS shall include the following in each client file:

- (a) Assessment Report;
- (b) Treatment Plan;
- (c) Treatment progress notes with date, including beginning and ending times for each service delivered;
- (d) Discharge Plan;
- (e) Client consent forms for treatment compliance; and
- (f) Applicable releases of information.

Furthermore, PROJECT REFOCUS must maintain on file a current job description for the Case Manager position funded wholly or partially hereunder.

Section 14. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

FOR COUNTY

Director, Seminole County Department of Community Services
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

FOR PROJECT REFOCUS

Michael Kramer, Esq.
Project Refocus, Inc.
Post Office Box 181268
Casselberry, Florida 32718

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

Section 15. Assignments. Neither party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other.

Section 16. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, PROJECT REFOCUS shall comply with the Notice of Award issued to COUNTY attached hereto and incorporated herein as Exhibit "C" and all applicable Federal and State statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of the foregoing statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to PROJECT REFOCUS as provided hereinabove.

Section 17. Equal Opportunity. PROJECT REFOCUS agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 18. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida and the parties consent to venue in the Circuit Court in and for Seminole

County, Florida, as to state actions and the United States District Court for the Middle District of Florida as to federal actions.

Section 19. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

Section 20. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.

Section 21. Independent Contractor.

(a) It is agreed by the parties that at all times and for all purposes within the scope of this Agreement, the relationship of PROJECT REFOCUS to the COUNTY is that of independent contractor and not that of employee.

(b) No statement contained in this Agreement shall be construed so as to find PROJECT REFOCUS, including its officers, employees and agents, an employee of the COUNTY, and PROJECT REFOCUS, its officers, employees and agents shall not be entitled to the rights, privileges or benefits of COUNTY employees.

Section 22. Conflict of Interest.

(a) PROJECT REFOCUS agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) PROJECT REFOCUS hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of PROJECT REFOCUS to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, PROJECT REFOCUS hereby agrees that monies received from the COUNTY pursuant to this Agreement shall not be used for the purpose of lobbying the Legislature or any other Federal or State agency.

Section 23. Entire Agreement.

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

[Balance of this page intentionally blank; signatory page follows]

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed.

WITNESSES:
[Signature]
SIGNATURE Pam Perdue

PRINT NAME
[Signature]
SIGNATURE Randi McColla
PRINT NAME

PROJECT REFOCUS, INC
[Signature]
MICHAEL KRAMER, President

Date: 12/21/09

(Corporate Seal)

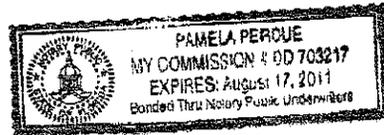
STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this 21 day of Dec, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MICHAEL KRAMER as President of PROJECT REFOCUS, INC., a ~~FOR~~ profit corporation organized under the laws of the State of Florida, who is personally known to me or who has produced drivers license as identification and did take an oath. He acknowledged before me that he executed the foregoing instrument as such officer in the name and on behalf of the corporation, and that he also affixed thereto the official seal of the corporation.

(Notary Seal)

[Signature]
NOTARY PUBLIC
Print Name
Notary Public in and for the County
and State Aforementioned
My commission expires: _____

[Balance of this page intentionally blank; signatory page continues on Page 11]



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.
Approved as to form and
legal sufficiency.

As authorized for execution by the Board
of County Commissioners at its _____,
200__, regular meeting.

County Attorney

SED/dre
12/10/09

3 Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Payment Request Form
- Exhibit "C" - Notice of Award

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EXHIBIT A: Scope of Services, Data Collection for Performance and Outcome Measures

Agency: Project Refocus, Inc.

SCOPE OF SERVICES:

Services to be delivered: Case Management

General Description: Case Management services for those who have been ordered by the Adult Drug Court. The case manager is responsible for obtaining bi-weekly progress reports for each drug court participant reflecting their attendance and progress in treatment administrative, organizational and clerical support. Plan, guide and assist drug court participants with linkages to education, vocational and other community programs and services. The case manager will be responsible for bringing program and drug court participant issues to the Drug Court Coordinator to determine appropriate action.

Examples of Work Performed

(Note: The omission of specific statements does not preclude management from assigning specific duties not listed herein if such duties are a logical assignment to the position.)

- Obtain referrals from the Drug Court Coordinator
- Schedule appointments with drug court participants to set up treatment
- Report on drug court participants' home/residential status, school status, assist with enrollment in school or GED program, daily urinalysis status
- Determine participants needs, wants, strengths, goals and resources; from the assessment to determine participants' psychosocial situation
- Provide supervision and follow up of the drug court participant in the community, home, and school
- Provide referrals to ancillary services when necessary
- Identify services and supports needed for the participant to meet individual goals
- Compile bi-weekly report summaries and updates to Drug Court Coordinator
- Maintain and file all paperwork; make copies and for distribution to appropriate court and treatment staff personnel
- Attend treatment staffing meetings and other professional meetings to exchange information; attend technical or professional classes or conferences, workshops or seminars to improve skills
- Perform other duties as requested by the drug court team members and the drug court coordinator

Education/Experience: Bachelor's Degree and two years of experience in substance abuse treatment or any equivalent combination of training and experience which provides the required skills, knowledge and abilities. Additional relevant substance abuse case work experience may substitute for the recommended educational level on a year-for-year basis

Number of hours delivered: 2080: 75% Direct Services and 25% Administrative

Staffing: 1 FTE

Target Population: People who are considered indigent and unable to pay for the service and have been ordered to this service via Adult Drug Court

DATA COLLECTION for PERFORMANCE AND OUTCOME MEASURES:

Client demographics

Number of clients served

Number of clients who followed through with treatment services

Number of clients who completed Adult Drug Court program

And any additional information identified by the Drug Court Evaluator

EXHIBIT B

Seminole County Community Services Adult Drug Court Service Invoice

Agency Name: Project Refocus, Inc.

Amount of Contract: \$36,400

Cost per Hour: \$17.50

Month:

Total number of clients served this month:

List clients served with an associated client or case number (do not provide client name) and/or Administrative Time	Number of Hours Delivered	Cost Per Hour	Total Cost
Total Amount of Invoice:			

Please attach time sheets that are signed by the employee and supervisor verifying that the hours delivered were provided to Adult Drug Court clients only.

Please remit invoices to:
 Michele Saunders, LCSW
 Community Services Director
 534 W. Lake Mary Blvd.
 Sanford, FL 32773

For County Staff Only	
Date Received (original)	
Date Reviewed for Completeness	
Date Processed	
Annual Audit Date	



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 (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
Direct Cost	\$293,987
Indirect Cost	\$5,880
Approved Budget	\$299,867
Federal Share	\$299,867
Cumulative Prior Awards for this Budget Period	\$0
AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$299,867

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

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 1-20, "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 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; Richard Thoreson (CSAT) at 240-276-2827 or richard.thoreson@samhsa.hhs.gov; or Sarah Wattenberg (OPPB) at 240-276-2975 or 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

Rockville, MD 20850

CONTACTS:

Holly Rogers, Program Official

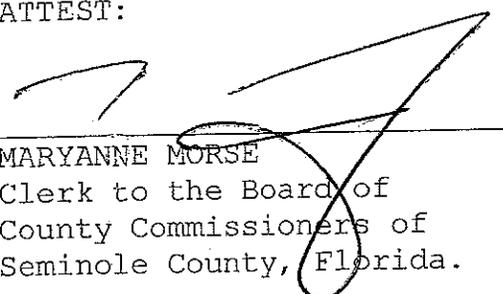
Phone: (240) 276-2916 Email: holly.rogers@samhsa.hhs.gov Fax: (240) 276-2970

HZ
Helen Zhou, Grants Specialist

Phone: (240) 276-2482 Email: helen.zhou@samhsa.hhs.gov Fax: (240) 276-2410

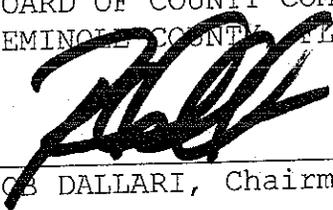
Seminole County hereby accepts the United States Department of Health and Human Services grant funding in the amount of \$299,867.00 and agrees to the special terms and conditions associated therewith relative to Grant No. 1H79TI021531-01 (Seminole County Adult Treatment Drug Court Expansion and Enhancement).

ATTEST:



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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: 

BOB DALLARI, Chairman

Date: October 29, 2009

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution by the
Board of County Commissioners at
their Oct. 27, 2009
regular meeting.

Snoan E. Detrick 10-28-09
County Attorney

HOPE AND HELP CENTER OF CENTRAL FLORIDA, INC. AGREEMENT

THIS AGREEMENT is made and entered this ____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and **HOPE AND HELP CENTER OF CENTRAL FLORIDA, INC.**, a Florida not-for-profit corporation, whose address is 1935 Woodcrest Drive, Winter Park, Florida 32732, hereinafter referred to as the "CENTER".

W I T N E S S E T H:

WHEREAS, on September 11, 2009, the United States Department of Health and Human Services, through its Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment awarded a grant to COUNTY in the amount of TWO HUNDRED NINETY-NINE THOUSAND EIGHT HUNDRED SIXTY-SEVEN AND NO/100 DOLLARS (\$299,867.00) for expansion and enhancement of the Seminole County Adult Treatment Drug Court Program; and

WHEREAS, the CENTER provides HIV/AIDS testing, educational and support services to residents of Seminole County, Florida living with the HIV/AIDS disease; and

WHEREAS, the COUNTY has authorized funding of the CENTER, whose programs and services are deemed to serve a COUNTY purpose; and

WHEREAS, the COUNTY has appropriated funds to assist in furtherance of the aforementioned COUNTY purpose,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

Section 2. Term. The term of this Agreement is from October 1, 2009 through September 30, 2010, the date of signature by the parties notwithstanding, unless earlier terminated as provided herein.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that the CENTER fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by the CENTER after the CENTER has received notice of termination. Upon said termination, the CENTER shall immediately refund those funds to the COUNTY or otherwise utilize such funds as the COUNTY directs. Any requirements set forth in Sections 7, 8, 9 and 12 hereunder shall survive the term of this Agreement as a whole.

Services 4. Services. The CENTER shall use funds from this Agreement in conjunction with monies granted by the State of Florida, the Federal government, or any public or private agency to provide services to residents of Seminole County, Florida with substance abuse problems, as described in Exhibit "A" attached hereto and incorporated herein by reference.

Section 5. Revenue from Other Sources. It is understood that CENTER has not previously entered into, and shall not enter into, an agreement with any other party, including service recipients hereunder, whereby CENTER would be paid for providing the above services except as specified in Section 4 herein.

Section 6. Indemnification. The CENTER agrees to hold harmless, indemnify and defend the COUNTY, its commissioners, officers, employees and agents from and against any and all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising from, allegedly arising from, or in any way related to the provision of services hereunder by the CENTER. This Agreement by the CENTER to indemnify and hold the COUNTY harmless shall include all charges, expenses and costs, including attorneys' fees, incurred by the COUNTY on account of or by reason of such injuries, damages, liability claims, suits or losses and on damages growing out of same.

Section 7. Insurance.

(a) The CENTER shall provide, pay for, and maintain in force at all times during the term of this Agreement, such insurance, including Workers' Compensation Insurance,  General Liability Insurance, and Property Damage Insurance, as will provide the COUNTY with the protection contained in the foregoing Indemnification provision.

(b) Such policy or policies shall be issued by companies authorized to do business in the State of Florida. The CENTER shall specifically protect the COUNTY by either naming the COUNTY as a named insured under such policies, or, in the alternative, by providing an endorsement in accordance with the Indemnification provision herein. Such policies shall contain, as a minimum, the following provisions, coverages and policy limits of liability:

(1) General Liability Insurance. The CENTER shall carry limits of not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for injuries, including accidental or wrongful death to any one person and subject to the same limit for each person, in an

amount not less than TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) on account of one occurrence.

(2) Property Damage Insurance. The CENTER shall carry limits in an amount not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for property damage on account of any one claim and in an amount not less than TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) for property damages on account of any one occurrence.

(c) Prior to the commencement of services hereunder, the CENTER shall furnish to the COUNTY a certificate or written statement of the above required insurance. The policies evidencing the required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the COUNTY in such insurance shall not be effective until thirty (30) days after written notice thereof is received by the COUNTY.

(d) The maintenance of the insurance coverage set forth herein shall not be construed to limit the CENTER'S liability under the Indemnification provision set forth hereinabove.

(e) The CENTER agrees to insert the substance of this section, including this paragraph (e) in all subcontracts hereunder.

Section 8. Billing and Payment. The COUNTY hereby agrees to reimburse the CENTER up to a maximum sum of ONE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$1,250.000) annually for all services provided hereunder by the CENTER during the term of this Agreement. Said sum is payable in monthly installments upon:

(a) Receipt by the COUNTY of a payment request, attached hereto and incorporated herein as Exhibit "B". Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Director of the COUNTY'S Community Services Department that the services for which reimbursement is sought

are in accordance with service projections as described in Exhibit "A" and that the CENTER has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Michele Saunders, LCSW, Director
Seminole County Department of Community Services
534 West Lake Mary Boulevard
Sanford, FL 32773

Section 9. Reporting Requirements.

(a) The CENTER shall submit all data and information set forth in Exhibit "A" to the E-Court data system within five (5) days after contact with each client.

(b) The CENTER shall report any additional performance and outcome measures to the Eighteenth Judicial Circuit's Drug Court Coordinator as required by the COUNTY's Drug Court Evaluator. The CENTER shall submit the data  referenced herein to the Drug Court Evaluator on a quarterly basis.

(c) The CENTER shall submit such additional information as required by the COUNTY to assess program effectiveness.

Section 10. Unavailability of Funds. If the COUNTY shall learn that funding from the State of Florida or the Federal government cannot be obtained, or continued on a matching basis, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to the CENTER as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by the CENTER after the CENTER has received such notice of termination. In the event there are any unused COUNTY funds, the CENTER shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

Section 11. Access to Records. The CENTER shall allow the COUNTY, its duly authorized agent and the public access to such of the CENTER'S records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with Chapter 119, Florida Statutes.

Section 12. Audit. The CENTER shall submit to the COUNTY an annual audit report during the term of this Agreement on or before December 31, 2010, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 13. Records and Reports. The CENTER shall maintain a client record file with detailed records for each client served. The CENTER shall include the following in each client file:

- (a) Risk Assessment Report;
- (b) Test results;
- (c) Client contact with date for each service delivered;
- (d) Aftercare recommendation;
- (e) Client consent forms for services; and
- (f) Applicable releases of information.

Section 14. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

FOR COUNTY

Director, Seminole County Department of Community Services
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

FOR CENTER

Marilyn Carifi, Executive Director
Hope and Help Center of Central Florida, Inc.
1935 Woodcrest Drive
Winter Park, Florida 32792

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

Section 15. Assignments. Neither party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other.

Section 16. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CENTER shall comply with the Notice of Award issued to COUNTY attached hereto and incorporated herein as Exhibit "C" and all applicable Federal and State statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of the foregoing statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CENTER as provided hereinabove.



Section 17. Equal Opportunity. The CENTER agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 18. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida and the parties consent to venue in the Circuit Court in and for Seminole County, Florida, as to state actions and the United States District Court for the Middle District of Florida as to federal actions.

Section 19. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any

express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

Section 20. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.

Section 21. Independent Contractor.

(a) It is agreed by the parties that at all times and for all purposes within the scope of this Agreement, the relationship of the CENTER to the COUNTY is that of independent contractor and not that of employee.

(b) No statement contained in this Agreement shall be construed so as to find the CENTER, including its officers, employees and agents, an employee of the COUNTY, and the CENTER, its officers, employees and agents shall not be entitled to the rights, privileges or benefits of COUNTY employees.

Section 22. Conflict of Interest.

(a) CENTER agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) CENTER hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of CENTER to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, CENTER hereby agrees that monies received from the COUNTY pursuant to this Agreement shall not be used for the purpose of lobbying the Legislature or any other Federal or State agency.

Section 23. Entire Agreement.

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

[Balance of this page intentionally blank; signatory page follows]

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed.

ATTEST:

HOPE AND HELP CENTER OF CENTRAL FLORIDA, INC.

* Marilyn Carifi
CEO, Secretary

By: _____
THEARON SCURLOCK, President

(Corporate Seal)

Date: _____

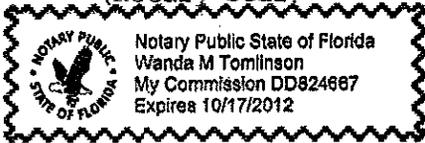
STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this 21st day of December, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared THEARON SCURLOCK and * Marilyn Carifi, as President and Secretary, respectively, of HOPE AND HELP CENTER OF CENTRAL, FLORIDA, INC., a non profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced Self Personally Known as identification and did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

Wanda M. Tomlinson
NOTARY PUBLIC

Print Name Wanda M. Tomlinson
Notary Public in and for the County
and State Aforementioned
My commission expires: 10/17/2012

(Notary Seal)



[Balance of this page intentionally blank; signatory page continues on Page 11]

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.
Approved as to form and
legal sufficiency.

As authorized for execution by the Board
of County Commissioners at its _____,
200__, regular meeting.

County Attorney

SED/dre
12/10/09

3 Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Payment Request Form
- Exhibit "C" - Notice of Award

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EXHIBIT A: Scope of Services, Data Collection and Performance and Outcome Measures

Agency: Hope and Help Center of Central Florida, Inc.

SCOPE OF SERVICES:

Services to be delivered: HIV/AIDS Testing and Education

Number of units delivered (clients to be served): 50

Reimbursement rate per service: \$25 per client

Target Population: People who are considered indigent and unable to pay for the service and have been ordered to this service via Adult Drug Court

DATA COLLECTION for PERFORMANCE AND OUTCOME MEASURES:

Client demographics

Number of clients served

Number of clients who followed through

Number of clients who dropped out

Test results

Number of clients who completed education

And any additional information identified by the Drug Court Evaluator

EXHIBIT B

Seminole County Community Services

Adult Drug Court Service Invoice

Agency Name: Hope and Help Center of Central Florida, Inc.

Amount of Contract: \$1,250.00

Cost per Unit: \$25.00

Month:

Total number of clients served this month:

List clients served with an associated client or case number (do not provide client name)	Cost per Unit	Total Cost
Total Amount of Invoice:		

Please remit invoices to:
 Michele Saunders, LCSW
 Community Services Director
 534 W. Lake Mary Blvd.
 Sanford, FL 32773

For County Staff Only	
Date Received (original)	
Date Reviewed for Completeness	
Date Processed	
Annual Audit Date	



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

EXHIBIT C

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 (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

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**

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 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; Richard Thoreson (CSAT) at 240-276-2827 or richard.thoreson@samhsa.hhs.gov; or Sarah Wattenberg (OPPB) at 240-276-2975 or 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

authorized by SAMHSA. In addition, a final FSR 269 is due within 90 days after the end of the extension. If applicable, include the required match on this form under Transactions (#10 a-d), Recipient's share of net outlays (#10 e-i) and Program Income (q-t) in order for SAMHSA to determine whether matching is being provided and the rate of expenditure is appropriate. Adjustments to the award amount, if necessary, will be made if the grantee fails to meet the match. The FSR must be prepared on a cumulative basis and all program income must be reported. Disbursements reported on the FSR must equal/or agree with the Final Payment Management System Report (PSC-272). The FSR may be accessed from the following website at <http://www.psc.gov/forms/sf/SF-269.pdf> and the data can be entered directly on the form and the system will calculate the figures and then print and mail to this office.

2) Submission of a Programmatic semi-annual Report is due no later than the dates as follows:

1st Report - April 30, 2010
2nd Report - October 31, 2010

3) The grantee must comply with the GPRA requirements that include the collection and periodic reporting of performance data as specified in the RFA or by the Project Officer. This information is needed in order to comply with PL 102-62 which requires that SAMHSA report evaluation data to ensure the effectiveness and efficiency of its programs.

4) Submission of audit reports in accordance with the procedures established in OMB Circular A-133 is required by the Single Audit Act Amendments of 1966 (P.L. 104-156). An audit is required for all entities which expend \$500,000 or more of Federal funds in each fiscal year and is due to the Clearinghouse within 30 days of receipt from the auditor or within nine (9) months of the fiscal year, whichever occurs first, to the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, IN 47132

Failure to comply with the above stated terms and conditions may result in suspension, classification as High Risk status, termination of this award or denial of funding in the future.

INDIRECT COSTS:

If the grantee chooses to establish an indirect cost rate agreement, it is required to submit an indirect cost rate proposal to the appropriate office within 90 days from the start date of the project period. For additional information, please refer to HHS Grants Policy Statement Section I, pages 23-24.

SAMHSA will not accept a research indirect cost rate. The grantee must use other-sponsored program rate or lowest rate available.

Please contact the appropriate office of the Division of Cost Allocation to begin the process for establishing an indirect cost rate. To find a list of HHS Division of Cost Allocation Regional Offices, go to the SAMHSA website www.samhsa.gov, then click on "grants"; then click on "Important offices".

All responses to special terms and conditions of award and postaward requests must be mailed to the Division of Grants Management, OPS, SAMHSA below:

For Regular Delivery:
Division of Grants Management,
OPS, SAMHSA
1 Choke Cherry Road, Room 7-1091
Rockville, MD 20857

For Overnight or Direct Delivery:
Division of Grants Management,
OPS, SAMHSA
1 Choke Cherry Road, Room 7-1091

Rockville, MD 20850

CONTACTS:

Holly Rogers, Program Official

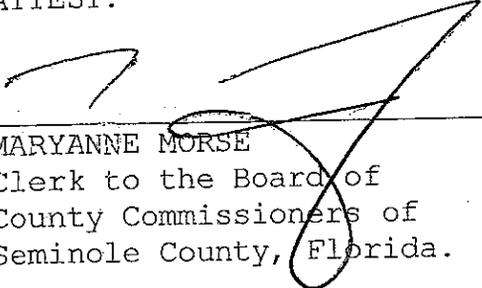
Phone: (240) 276-2916 Email: holly.rogers@samhsa.hhs.gov Fax: (240) 276-2970

HZ
Helen Zhou, Grants Specialist

Phone: (240) 276-2482 Email: helen.zhou@samhsa.hhs.gov Fax: (240) 276-2410

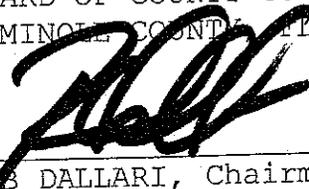
Seminole County hereby accepts the United States Department of Health and Human Services grant funding in the amount of \$299,867.00 and agrees to the special terms and conditions associated therewith relative to Grant No. 1H79TI021531-01 (Seminole County Adult Treatment Drug Court Expansion and Enhancement).

ATTEST:



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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: 

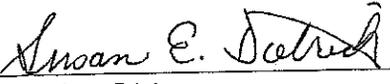
BOB DALLARI, Chairman

Date: October 29, 2009

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution by the
Board of County Commissioners at
their Oct. 27, 2009
regular meeting.

 10-28-09

County Attorney

HUMAN SERVICES ASSOCIATES, INC. AGREEMENT

THIS AGREEMENT is made and entered this ____ day of _____, 20____, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and HUMAN SERVICES ASSOCIATES, INC., a Florida not-for-profit corporation, whose address is 1703 West Colonial Drive, Orlando, Florida 32804, hereinafter referred to as "HUMAN SERVICES".

W I T N E S S E T H:

WHEREAS, on September 11, 2009, the United States Department of Health and Human Services, through its Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment awarded a grant to COUNTY in the amount of TWO HUNDRED NINETY-NINE THOUSAND EIGHT HUNDRED SIXTY-SEVEN AND NO/100 DOLLARS (\$299,867.00) for expansion and enhancement of the Seminole County Adult Treatment Drug Court Program; and

WHEREAS, HUMAN SERVICES provides case management services to residents of Seminole County, Florida with substance abuse and/or dependency problems; and

WHEREAS, the COUNTY has authorized funding of HUMAN SERVICES, whose programs and services are deemed to serve a COUNTY purpose; and

WHEREAS, the COUNTY has appropriated funds to assist in furtherance of the aforementioned COUNTY purpose,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

Section 2. Term. The term of this Agreement is from October 1, 2009 through September 30, 2010, the date of signature by the parties notwithstanding, unless earlier terminated as provided herein.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that HUMAN SERVICES fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by HUMAN SERVICES after HUMAN SERVICES has received notice of termination. Upon said termination, HUMAN SERVICES shall immediately refund those funds to the COUNTY or otherwise utilize such funds as the COUNTY directs. Any requirements set forth in Sections 7, 8, 9 and 12 hereunder shall survive the term of this Agreement as a whole.

Services 4. Services. HUMAN SERVICES shall use funds from this Agreement in conjunction with monies granted by the State of Florida, the Federal government, or any public or private agency to provide services to residents of Seminole County, Florida with substance abuse problems, as described in Exhibit "A" attached hereto and incorporated herein by reference.

Section 5. Revenue from Other Sources. It is understood that HUMAN SERVICES has not previously entered into, and shall not enter into, an agreement with any other party, including service recipients hereunder, whereby HUMAN SERVICES would be paid for providing the above services except as specified in Section 4 herein.

Section 6. Indemnification. HUMAN SERVICES agrees to hold harmless, indemnify and defend the COUNTY, its commissioners, officers, employees and agents from and against any and all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising from, allegedly arising from, or in any way related to the provision of services hereunder by HUMAN SERVICES. This Agreement by HUMAN SERVICES to indemnify and hold the COUNTY harmless shall include all charges, expenses and costs, including attorneys' fees, incurred by the COUNTY on account of or by reason of such injuries, damages, liability claims, suits or losses and on damages growing out of same.

Section 7. Insurance.

(a) HUMAN SERVICES shall provide, pay for, and maintain in force at all times during the term of this Agreement, such insurance, including Workers' Compensation Insurance, General Liability Insurance, and Property Damage Insurance, as will provide the COUNTY with the protection contained in the foregoing Indemnification provision.

(b) Such policy or policies shall be issued by companies authorized to do business in the State of Florida. HUMAN SERVICES shall specifically protect the COUNTY by either naming the COUNTY as a named insured under such policies, or, in the alternative, by providing an endorsement in accordance with the Indemnification provision herein. Such policies shall contain, as a minimum, the following provisions, coverages and policy limits of liability:

(1) General Liability Insurance. HUMAN SERVICES shall carry limits of not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for injuries, including accidental or wrongful death to any one person and subject to the same limit for each person, in an

amount not less than TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) on account of one occurrence.

(2) Property Damage Insurance. HUMAN SERVICES shall carry limits in an amount not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for property damage on account of any one claim and in an amount not less than TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) for property damages on account of any one occurrence.

(c) Prior to the commencement of services hereunder, HUMAN SERVICES shall furnish to the COUNTY a certificate or written statement of the above required insurance. The policies evidencing the required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the COUNTY in such insurance shall not be effective until thirty (30) days after written notice thereof is received by the COUNTY.

(d) The maintenance of the insurance coverage set forth herein shall not be construed to limit HUMAN SERVICES'S liability under the Indemnification provision set forth hereinabove.

(e) HUMAN SERVICES agrees to insert the substance of this section, including this paragraph (e) in all subcontracts hereunder.

Section 8. Billing and Payment. The COUNTY hereby agrees to reimburse HUMAN SERVICES up to a maximum sum of NINETY-FIVE THOUSAND FOUR HUNDRED THREE AND NO/100 DOLLARS (\$95,403.00) annually for all services provided hereunder by HUMAN SERVICES during the term of this Agreement. Said sum is payable in monthly installments upon:

(a) Receipt by the COUNTY of a payment request, attached hereto and incorporated herein as Exhibit "B". Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Director of the COUNTY's Community Services Department that the services for which reimbursement is sought

are in accordance with service projections as described in Exhibit "A" and that HUMAN SERVICES has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Michele Saunders, LCSW, Director
Seminole County Department of Community Services
534 West Lake Mary Boulevard
Sanford, FL 32773

Section 9. Reporting Requirements.

(a) HUMAN SERVICES shall submit all data and information set forth in Exhibit "A" to the E-Court data system within five (5) days after contact with each client.

(b) HUMAN SERVICES shall report any additional performance and outcome measures to the Eighteenth Judicial Circuit's Drug Court Coordinator as required by the COUNTY's Drug Court Evaluator. HUMAN SERVICES shall submit the data referenced herein to the Drug Court Evaluator on a quarterly basis.

(c) HUMAN SERVICES shall submit such additional information as required by the COUNTY to assess program effectiveness.

Section 10. Unavailability of Funds. If the COUNTY shall learn that funding from the State of Florida or the Federal government cannot be obtained, or continued on a matching basis, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to HUMAN SERVICES as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by HUMAN SERVICES after HUMAN SERVICES has received such notice of termination. In the event there are any unused COUNTY funds, HUMAN SERVICES shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

Section 11. Access to Records. HUMAN SERVICES shall allow the COUNTY, its duly authorized agent and the public access to such of HUMAN SERVICES'S records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with Chapter 119, Florida Statutes.

Section 12. Audit. HUMAN SERVICES shall submit to the COUNTY an annual audit report during the term of this Agreement on or before December 31, 2010, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 13. Records and Reports. HUMAN SERVICES shall maintain a client record file with detailed records for each client served. HUMAN SERVICES shall include the following in each client file:

- (a) Assessment Report;
- (b) Intervention Plan;
- (c) Summary notes with date, including beginning and ending times for each service delivered;
- (d) Discharge/Transfer Plan;
- (e) Applicable consent forms and releases of information.

Furthermore, HUMAN SERVICES must maintain on file current job descriptions for the Case Manager, Drug Court Coordinator and Administrative Assistant positions funded wholly or partially hereunder.

Section 14. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

FOR COUNTY

Director, Seminole County Department of Community Services
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

FOR HUMAN SERVICES

Mary Johnson
Human Services Associates, Inc.
1703 West Colonial Drive
Orlando, Florida 32804

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

Section 15. Assignments. Neither party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other.

Section 16. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, HUMAN SERVICES shall comply with the Notice of Award issued to COUNTY attached hereto and incorporated herein as Exhibit "C" and all applicable Federal and State statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of the foregoing statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to HUMAN SERVICES as provided hereinabove.

Section 17. Equal Opportunity. HUMAN SERVICES agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 18. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida and the parties consent to venue in the Circuit Court in and for Seminole

County, Florida, as to state actions and the United States District Court for the Middle District of Florida as to federal actions.

Section 19. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

Section 20. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.

Section 21. Independent Contractor.

(a) It is agreed by the parties that at all times and for all purposes within the scope of this Agreement, the relationship of HUMAN SERVICES to the COUNTY is that of independent contractor and not that of employee.

(b) No statement contained in this Agreement shall be construed so as to find HUMAN SERVICES, including its officers, employees and agents, an employee of the COUNTY, and HUMAN SERVICES, its officers, employees and agents shall not be entitled to the rights, privileges or benefits of COUNTY employees.

Section 22. Conflict of Interest.

(a) HUMAN SERVICES agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) HUMAN SERVICES hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of HUMAN SERVICES to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, HUMAN SERVICES hereby agrees that monies received from the COUNTY pursuant to this Agreement shall not be used for the purpose of lobbying the Legislature or any other Federal or State agency.

Section 23. Entire Agreement.

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

[Balance of this page intentionally blank; signatory page follows]

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed.

ATTEST:

Joe Behnke
JOE BEHNKE, Secretary

(Corporate Seal)

HUMAN SERVICES ASSOCIATES, INC.

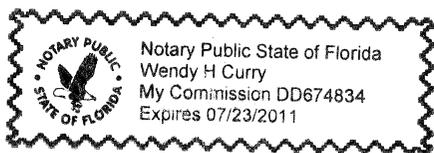
By: Frank Francisco
FRANK FRANCISCO, President

Date: 12/22/09

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this 22nd day of December, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared FRANK FRANCISCO and JOE BEHNKE, as President and Secretary, respectively, of HUMAN SERVICES ASSOCIATES, INC., a non profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification and did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

(Notary Seal)



Wendy H. Curry
NOTARY PUBLIC
Print Name Wendy H. Curry
Notary Public in and for the County
and State Aforementioned
My commission expires: 07/23/2011

[Balance of this page intentionally blank; signatory page continues on Page 11]

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.
Approved as to form and
legal sufficiency.

As authorized for execution by the Board
of County Commissioners at its _____,
200__, regular meeting.

County Attorney

SED/dre

12/10/09

3 Attachments:

Exhibit "A" - Scope of Services

Exhibit "B" - Payment Request Form

Exhibit "C" - Notice of Award

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EXHIBIT A: Scope of Services, Data Collection for Performance and Outcome Measures

Agency: Human Services Associates, Inc.

SCOPE OF SERVICES

Services to be delivered: Case Management, Drug Court Coordination and Administrative Assistance

Case Management:

General Description: Case Management services for those who have been ordered by the Adult Drug Court. The case manager is responsible for obtaining bi-weekly progress reports for each drug court participant reflecting their attendance and progress in treatment administrative, organizational and clerical support. Plan, guide and assist drug court participants with linkages to education, vocational and other community programs and services. The case manager will be responsible for bringing program and drug court participant issues to the Drug Court Coordinator to determine appropriate action.

Examples of Work Performed

(Note: The omission of specific statements does not preclude management from assigning specific duties not listed herein if such duties are a logical assignment to the position.)

- Obtain referrals from the Drug Court Coordinator
- Schedule appointments with drug court participants to set up treatment
- Report on drug court participants' home/residential status, school status, assist with enrollment in school or GED program, daily urinalysis status
- Determine participants needs, wants, strengths, goals and resources; from the assessment to determine participants' psychosocial situation
- Provide supervision and follow up of the drug court participant in the community, home, and school
- Provide referrals to ancillary services when necessary
- Identify services and supports needed for the participant to meet individual goals
- Compile bi-weekly report summaries and updates to Drug Court Coordinator
- Maintain and file all paperwork; make copies and for distribution to appropriate court and treatment staff personnel
- Attend treatment staffing meetings and other professional meetings to exchange information; attend technical or professional classes or conferences, workshops or seminars to improve skills
- Perform other duties as requested by the drug court team members and the drug court coordinator

Education/Experience: Bachelor's Degree and two years of experience in substance abuse treatment or any equivalent combination of training and experience which provides the required skills, knowledge and abilities. Additional relevant substance abuse casework experience may substitute for the recommended educational level on a year-for-year basis.

Drug Court Coordinator:

General Description: The Drug Court Coordinator will manage the day to day operations of the Adult Drug Court program. The position is responsible for case management; developing, implementing and managing drug court programs; program budget development; developing grant proposals; supervising staff, including, selecting or recommending selection, training, assigning and evaluating work, counseling, disciplining, recommending termination; prepares periodic employee performance evaluations; policy and procedure implementation; and performing related administrative functions. The position works under the supervision of a Trial Court Administrator or other court manager, reporting major activities through period meetings.

Examples of Work Performed

- Supervises staff, including selecting or recommending selection, training, assignment and evaluating work, counseling, disciplining and terminating or recommending termination
- Develops, implements and manages drug court programs within the circuit; serves as liaison for programs with judiciary, constitutional officers, other criminal justice agencies, treatment providers and various community agencies; manages projects of responsibility in compliance with applicable guidelines and regulations
- Researches and develops funding opportunities for drug court programs
- Monitors contractual agreements for services supporting the drug court programs; troubleshoots related problems and ensures locating and providing of ancillary services
- Manages the Drug Court e-Court information management system and reviews system data for accuracy; performs data entry to facilitate reporting and evaluation of drug court programs. Establishes policies and procedures for drug court in accordance with state and federal guidelines; follows the ten key components; implements and updates written drug court program handbooks and manuals.
- Researches, collects and analyzes data of drug court programs; develops and implements drug court programs circuit wide under direction of the Trial Court Administrator and/or Chief Judge; handles judicial, state, county and public information requests pertaining to drug court programs
- Develops and maintains working relationships with drug court team members and their agency leaders; assists team members with operations of their programs. Coordinates training initiatives and opportunities and disseminates training materials to the drug court team; supervises drug court transfers; attends and/or conducts staff, committee, community board, agency and other professional meetings to exchange information; attends technical or professional workshops or seminars to improve professional skills

Education/Experience: Bachelor's Degree in public or business administration, social work, criminal justice, judicial administration, or a closely related social science field; four years of related experience and two years of supervisory and budget experience. Masters Degree in social work or guidance and counseling is desirable.

Administrative Assistant:

General Description: The Administrative Assistant will provide broad administrative, organizational and clerical support. The position is responsible for administrative and clerical tasks of responsibility.

Examples of Work Performed

(Note: The omission of specific statements does not preclude management from assigning specific duties not listed herein if such duties are a logical assignment to the position.)

- Orientate new drug court participants into the drug court program; explain all drug court requirements, confidentiality while gathering personal information for statistical purposes
- Provides administrative support to the court staff in the unit assigned
- Schedule appointments with drug court participants upon request to assess specific need, i.e., food, shelter, clothing; contact community resources to assist participants with special needs
- Assist in facilitating the entry of Drug Court participants into residential facilities; contact residential facilities for updates and status reports of drug court participants
- Inform participants of deadlines of all court-ordered sanctions and court appearances; collect and verify that court ordered sanctions have been completed
- Responsible for scheduling transportation requests to court security and jail for transporting drug court participants from jail to Court or to residential facilities
- Timely compile and enter case management notes and contact information in the drug court automated database; update personal information as needed
- Compile bi-weekly report summaries and updates to drug court team members
- Maintain and file all paperwork; make copies and distribute to appropriate court personnel
- Attend treatment staffing meetings and other professional meetings to exchange information; attend technical or professional classes or conferences, workshops or seminars to improve skills
- Perform other duties as requested by drug court team members and the drug court coordinator

Education/Experience: Bachelor's Degree. Additional relevant experience may substitute for the recommended educational level on a year-for-year basis

Licensure: Agency must be licensed by the State of Florida Alcohol, Drug Abuse and Mental Health Program Office to provide outpatient substance abuse services including counseling and drug testing.

Number of hours delivered:

2080 for Case Management: 75% Direct Services and 25% Administrative

2080 for the full time Administrative Assistant

1040 for the .5 FTE Drug Court Coordinator

Target Population:

For Case Management: People who are considered indigent and unable to pay for the service and have been ordered to this service via Adult Drug Court

For Drug Court Coordinator: All individuals who have been ordered to participate in the Adult Drug Court

DATA COLLECTION for PERFORMANCE AND OUTCOME MEASURES:

Case Manager only:

Client demographics

Number of clients served

Number of clients who followed through with treatment services

Number of clients who completed Adult Drug Court program

And any additional information identified by the Drug Court Evaluator

EXHIBIT B

Seminole County Community Services Adult Drug Court Service Invoice

Agency Name: Human Services Associates, Inc.

Service: Drug Court Coordinator

Amount of Contract: \$23,363.00

Cost Per Hour: \$22.46

Month:

Total number of clients served this month:

Dates of Service	Number of Hours Delivered	Cost Per Hour	Total Cost
Total Amount of Invoice:			

Please attach time sheets that are signed by the employee and supervisor verifying that the hours delivered were provided to Adult Drug Court clients only.

Please remit invoices to:
 Michele Saunders, LCSW
 Community Services Director
 534 W. Lake Mary Blvd.
 Sanford, FL 32773

For County Staff Only	
Date Received (original)	
Date Reviewed for Completeness	
Date Processed	
Annual Audit Date	



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

EXHIBIT C

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 (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
Direct Cost	\$293,987
Indirect Cost	\$5,880
Approved Budget	\$299,867
Federal Share	\$299,867
Cumulative Prior Awards for this Budget Period	\$0
AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$299,867

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

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 as 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 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; Richard Thoreson (CSAT) at 240-276-2827 or richard.thoreson@samhsa.hhs.gov; or Sarah Wattenberg (OPPB) at 240-276-2975 or 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

authorized by SAMHSA. In addition, a final FSR 269 is due within 90 days after the end of the extension. If applicable, include the required match on this form under Transactions (#10 a-d), Recipient's share of net outlays (#10 e-i) and Program Income (q-t) in order for SAMHSA to determine whether matching is being provided and the rate of expenditure is appropriate. Adjustments to the award amount, if necessary, will be made if the grantee fails to meet the match. The FSR must be prepared on a cumulative basis and all program income must be reported. Disbursements reported on the FSR must equal/or agree with the Final Payment Management System Report (PSC-272). The FSR may be accessed from the following website at <http://www.psc.gov/forms/sf/SF-269.pdf> and the data can be entered directly on the form and the system will calculate the figures and then print and mail to this office.

2) Submission of a Programmatic semi-annual Report is due no later than the dates as follows:

1st Report - April 30, 2010
2nd Report - October 31, 2010

3) The grantee must comply with the GPRA requirements that include the collection and periodic reporting of performance data as specified in the RFA or by the Project Officer. This information is needed in order to comply with PL 102-62 which requires that SAMHSA report evaluation data to ensure the effectiveness and efficiency of its programs.

4) Submission of audit reports in accordance with the procedures established in OMB Circular A-133 is required by the Single Audit Act Amendments of 1966 (P.L. 104-156). An audit is required for all entities which expend \$500,000 or more of Federal funds in each fiscal year and is due to the Clearinghouse within 30 days of receipt from the auditor or within nine (9) months of the fiscal year, whichever occurs first, to the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, IN 47132

Failure to comply with the above stated terms and conditions may result in suspension, classification as High Risk status, termination of this award or denial of funding in the future.

INDIRECT COSTS:

If the grantee chooses to establish an indirect cost rate agreement, it is required to submit an indirect cost rate proposal to the appropriate office within 90 days from the start date of the project period. For additional information, please refer to HHS Grants Policy Statement Section I, pages 23-24.

SAMHSA will not accept a research indirect cost rate. The grantee must use other-sponsored program rate or lowest rate available.

Please contact the appropriate office of the Division of Cost Allocation to begin the process for establishing an indirect cost rate. To find a list of HHS Division of Cost Allocation Regional Offices, go to the SAMHSA website www.samhsa.gov, then click on "grants"; then click on "Important offices".

All responses to special terms and conditions of award and postaward requests must be mailed to the Division of Grants Management, OPS, SAMHSA below:

For Regular Delivery:
Division of Grants Management,
OPS, SAMHSA
1 Choke Cherry Road, Room 7-1091
Rockville, MD 20857

For Overnight or Direct Delivery:
Division of Grants Management,
OPS, SAMHSA
1 Choke Cherry Road, Room 7-1091

Rockville, MD 20850

CONTACTS:

Holly Rogers, Program Official

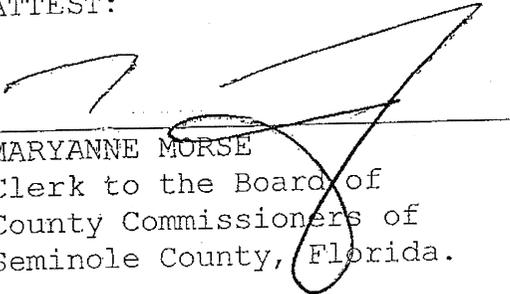
Phone: (240) 276-2916 Email: holly.rogers@samhsa.hhs.gov Fax: (240) 276-2970

HZ
Helen Zhou, Grants Specialist

Phone: (240) 276-2482 Email: helen.zhou@samhsa.hhs.gov Fax: (240) 276-2410

Seminole County hereby accepts the United States Department of Health and Human Services grant funding in the amount of \$299,867.00 and agrees to the special terms and conditions associated therewith relative to Grant No. 1H79TI021531-01 (Seminole County Adult Treatment Drug Court Expansion and Enhancement).

ATTEST:



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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: 

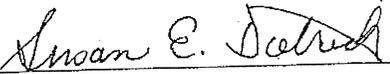
BOB DALLARI, Chairman

Date: October 29, 2009

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution by the
Board of County Commissioners at
their Oct. 27, 2009
regular meeting.

 10-28-09

County Attorney