

**AMENDMENT NO. 1**  
**CBE NO. 605421-19**  
**PARTICIPATION IN THE SAPTA JAIL**  
**DE-POPULATION PROGRAM**

**THIS AMENDMENT** is made and entered into this 1st day of August 2020, by and between CLARK COUNTY, NEVADA (hereinafter referred to as "COUNTY"), and CR LIVING, LLC DBA SIERRA SAGE RECOVERY SERVICES. (hereinafter referred to as "PROVIDER").

**WITNESSETH:**

**WHEREAS**, the parties entered into an agreement under CBE Number 605421-19, entitled "PARTICIPATION IN THE SAPTA JAIL DE-POPULATION PROGRAM" dated November 5, 2019 (hereinafter referred to as CONTRACT); and

**WHEREAS**, the parties desire to amend the CONTRACT.

**NOW, THEREFORE**, the parties agree to amend the CONTRACT as follows:

1. Replace Exhibit A Scope of Work with Exhibit A Scope of Work attached hereto.
2. Exhibit E Grant Flow Down Requirements

Add SAMHSA grant and LIMA grant flow downs attach hereto

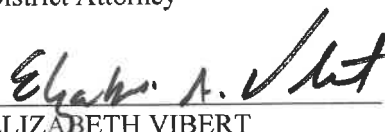
This Amendment No. 1 represents a price increase in Coordinated Care Housing from \$28.22 to \$30.00.

Except as expressly amended herein, the terms and conditions of the CONTRACT shall remain in full force and effect.

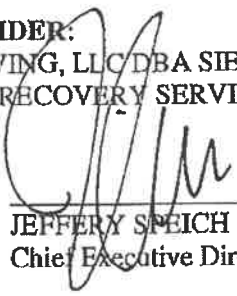
**COUNTY:**  
COUNTY OF CLARK, NEVADA

By: \_\_\_\_\_  
JESSICA COLVIN  
Chief Financial Officer

**APPROVED AS TO FORM:**  
STEVEN B. WOLFSON,  
District Attorney

By:   
ELIZABETH VIBERT  
Deputy District Attorney

**PROVIDER:**  
CR LIVING, LLC DBA SIERRA  
SAGE RECOVERY SERVICES

By:   
JEFFERY SPEICH  
Chief Executive Director

**EXHIBIT A**  
**SCOPE OF WORK**  
**PARTICIPATION IN THE SAPTA JAIL DE-POPULATION PROGRAM**  
**REVISED FROM AMENDMENT NO. 1**

The Eighth Judicial District Court, SAPTA Jail De-Population Grant is designed to identify and serve approximately three hundred (300) individuals per calendar year, from the Eighth Judicial District Court. This grant is designed to house, transport, case manage, and treat the participants, therefore assisting them in re-engaging in society and becoming independent productive members in the community. This grant allows for the court to take a holistic treatment approach with participants in the court system.

All referrals for services will be made based on clinical assessment and treatment plan needs.

**Inpatient Residential Placements:** Residential Placements for Level 3 in-patient substance abuse treatment services for care, monitoring, and housing for individuals who are sentenced / ordered/referred to Level 3 in-patient residential substance abuse treatment by the Eighth Judicial District Court. During the 30- to 90-day clinically based program, PROVIDER will provide an appropriate level of care (based on a clinical assessment) to each participant, as well as 24-hour monitoring, stabilization, counseling, meals, and housing, in a licensed residential inpatient facility and then transitioning them into a sober living environment. PROVIDER will utilize multiple therapeutic services to assess and treat adult participants. Each participant will receive a 24-hour comprehensive supervised residential treatment program and be assessed by a licensed clinician to determine the appropriate level of care based on American Society of Addiction Medicine (ASAM) criteria. The period of services shall not exceed 30 days per participant per calendar year, unless deemed clinically necessary and with prior authorization from the Court. PROVIDER shall reassess the participant's level of care and submit the ASAM to the Court, every thirty days, as clinical justification for continued stay in Level 3 treatment. PROVIDER shall transport all inpatient participants to all necessary appointments, including but not limited to, dental, medical, Court and/or Department of Family Services status checks, etc. At no point during their time away from the inpatient facility shall a participant be unsupervised by the PROVIDER's staff, unless the court is notified in advance and authorization is provided. Participants shall not be granted off-site unsupervised passes without prior approval from the Court staff.

**Inpatient Services Costs:** PROVIDER shall be paid at the rate of \$110.00 per participant per day for up to 90 days of Residential Placements for in-patient substance abuse treatment services for individuals who are assigned to residential treatment by the District Court. Additionally, payments beyond 90 days must have prior approval by the District Court.

**Family and Medication Focused Residential Placements:** Residential Placements for Level 3 in-patient substance abuse treatment services for care, monitoring, and housing for individuals who are sentenced/ordered/referred to in-patient residential substance abuse treatment by the Eighth Judicial District Court. During the 30- to 90-day clinically based program, PROVIDER will provide an appropriate level of care (based on a clinical assessment) to each participant, as well as 24-hour monitoring, stabilization, counseling, meals, medication management, family program, support groups, and housing, in a licensed residential inpatient facility and then transitioning into a sober living environment. PROVIDER will utilize multiple therapeutic services to assess and treat adult participants and their family. Each participant will receive a 24-hour comprehensive supervised residential treatment program and be assessed by a licensed clinician to determine the appropriate level of care based on American Society of Addiction Medicine (ASAM) criteria. The period of services shall not exceed 30 days per participant per calendar year, unless deemed clinically necessary and with prior authorization from the Court. If a participant is deemed clinically appropriate for additional time, it is at the discretion of the court to extend treatment. PROVIDER shall reassess the participant's level of care and submit the ASAM to the Court, every thirty days, as clinical justification for continued stay in Level 3 treatment. PROVIDER shall transport all in-patient participants to all necessary appointments,

including but not limited to, dental, medical, social services, Department of Motor Vehicles, Court and/or Department of Family Services status checks, etc. At no point during their time away from the inpatient facility shall a participant be unsupervised by the PROVIDER's staff, unless the court is notified in advance and authorization is provided. Participants shall not be granted off-site unsupervised passes without prior approval from the Court staff.

1. Medication management must consist of the medication being taken as prescribed. PROVIDER's staff must observe the client taking the medication, the PROVIDER's staff will keep a medication log documenting the medication taken, time, date, and if taken or refused, a medication count will be completed once a week and reported to the court, and any medication changes or concerns are to be immediately documented to the court.
2. Family support is a critical component of substance use disorder and co-occurring treatment and recovery. A family program will be a minimum of four days and is facilitated by qualified clinical staff. Through the program family members develop healthier relationships and learn the nuances of treatment and recovery. Different evidence-based methods will be utilized; video, PowerPoint presentations, and family alumni testimony. Participants learn the role they play in their personal recovery and the recovery of the one they love. The program is interactive and family participation is required. This program will address codependency, addictive disorders, assertive communication, and effective boundaries. Family members who have completed the family program are encouraged to participate in a weekly support group specifically for those wishing to build upon the skill set they have acquired through the program. As an additional service to the families of justice involved clients, the facility will offer a free weekly Family Support Group.
3. Provider will provide a minimum of one support group onsite, weekly. The group will be open to former clients, and will be staff facilitated

**Family and Medication Focused Residential Placements Costs:** PROVIDER shall be paid at the rate of \$141.00 per participant per day for up to 90 days of Residential Placements for Level 3 in-patient substance abuse treatment services for individuals who are assigned to residential treatment by the District Court. Additionally, payments beyond 90 days must have prior approval by the District Court.

**Transitional Housing with Case Management:** The Coordinated Care Program shall include transitional housing placements, to include double-occupancy housing with utilities and garbage services included, dedicated to individuals in the Eighth Judicial District Court Specialty Courts who are concurrently engaged in outpatient treatment through court specified treatment providers, and transportation for all Coordinated Care Residents for treatment. The period of services shall not exceed 120 days per participant per calendar year, without prior authorization from the Court.

Case Management will include but is not limited to:

- Provide new participants with transitional housing orientation upon entry into the program.
- Provide educational and/or employment training or connect participants to trainings and follow up on all referrals. All of these activities must be logged in participant's record and available to COUNTY upon request.
- Monitor job readiness and employment-seeking activities. PROVIDER will provide monthly progress reports per participant's detailing progress made in gaining self-sufficiency (i.e. job training, securing employment, obtaining and maintaining bank accounts, and securing permanent housing).
- Case Managers will utilize risk need assessment scores to house participants according to their scores (low, medium, and high) and supervision level; to the best of their ability and availability.

- As part of participant supervision, PROVIDER shall keep a record detailing participant's job schedules and all other activities that require them to be off property. PROVIDER shall report all curfew violations to District Court and Probation. These records shall be made available to COUNTY upon request.
- Connect all participants to social service needs, i.e. insurance, physicals, psychiatric services, SNAP/EBT and food services, clothing services, etc.
- Provide a discharge plan for each participant to ensure the security of stable housing after the participant leaves the program

**Transitional Housing with Case Management Cost:** PROVIDER shall be paid at the rate of \$30.00 per participant per day, for up to 120 days of transitional housing with case management for individuals who are also receiving outpatient services. Additionally, payments beyond 120 days must have prior approval by the District Court.

**Record Keeping and Documentation:** PROVIDER shall input a progress report to the Eighth Judicial District Court Specialty Courts for each individual client in the Drug Court Case Management (DCCM) within 48-72 hours or before their next court date, detailing the completed housing and/or clinical contact service, documenting compliance to include any housing or clinical challenges, behavioral issues/contracts, achievements, leadership roles, medicine they are taking while in housing, and anticipated discharge plans. PROVIDER will contact the Eighth Judicial District Court Specialty Courts with any emergent concerns with individual clients as they occur.

PROVIDER shall provide monthly spreadsheets documenting their entry date, days in treatment, all case management, employment training and employment status, completion of curriculum, estimated discharge date, and reason for discharge.

PROVIDER will provide monthly updates on participant's connection with ancillary services and necessary documentation.

PROVIDER will provide monthly updates regarding the participant's engagement in vocational services and employment services.

PROVIDER will report TED's data if required and will help coordinate GPRA completions.

**Documentation Cost:** PROVIDER will assist participants in need of identification documents required to obtain permanent housing and employment, including but not limited social security cards, birth certificates and state identification cards. The anticipated cost of obtaining the respective identification documents are: Social Security Cards (free), and Identification Cards and Birth Certificates are between \$15.00-\$60.00.

**Medically Assisted Treatment:** PROVIDER shall participate in Medically Assisted Treatment programs determined to be clinically necessary by the PROVIDER and/or COUNTY. PROVIDER shall transport participant to any and all medically necessary appointments as required to ensure compliance on identified medically assisted treatment option. PROVIDER shall document these events utilizing the Drug Court Case Management (DCCM). PROVIDER will provide a lock box for the participants to utilize when they have to store their MAT medications on site, due to the clinic not being open.

**Insurance:** PROVIDER will assist participants in initiating medical insurance while in placement with PROVIDER. PROVIDER will assist participants in coordinating follow up medical care if deemed medically necessary.

**Transportation:** PROVIDER shall be paid up to \$100 per participant each month for transportation, ie. Bus passes and/or transporting the participant to treatment, medical appointments, and other appointments for school and/or work. PROVIDER must document the bus passes given to the participant and/or the mileage used to and describe the travel.

COUNTY shall be the payer of last resort and the PROVIDER will assist participant with getting on insurance and will bill the participants insurance before they bill the COUNTY.  
COUNTY shall compensate PROVIDER for services at the following rates:

**Additional Administrative Functions**

PROVIDER will work with COUNTY on developing best practices for transitional housing.

**EXHIBIT E**  
**GRANT FLOW-DOWN REQUIREMENTS**



**Fiscal Year 2019 – Award Standard Terms**

| Terms/<br>Reports | Name                                                                                                                | Language                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------------|---------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1                 | Standard Term<br><b>Acceptance of the Terms of an Award</b>                                                         | <p>By drawing or otherwise obtaining funds from the Health and Human Services (HHS) Payment Management System, the recipient acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the recipient cannot accept the terms, the recipient should notify the Grants Management Officer (GMO) within thirty (30) days of receipt of this award notice. Once an award is accepted by a recipient, the contents of the Notice of Award (NoA) are binding on the recipient unless and until modified by a revised NoA signed by the GMO.</p> <p><b>Certification Statement:</b> By drawing down funds, the recipient certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer Federal awards and funds drawn down. Recipients of Department of Health and Human Services' (DHHS) grants or cooperative agreement awards must comply with all terms and conditions of their awards, including: (a) terms and conditions included in the HHS Grants Policy Statement in effect at the time of a new, non-competing continuation, or renewal award (<a href="http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf">http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf</a>), including the requirements of HHS grants administration regulations; (b) requirements of the authorizing statutes and implementing regulations for the program under which the award is funded; (c) applicable requirements or limitations in appropriations acts; and (d) any requirements specific to the particular award specified in program policy and guidance, the Funding Opportunity Announcement, or the NoA.</p> |
| 2                 | Standard Term<br><b>Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards</b> | <p>The NoA issued is subject to the administrative requirements, cost principles, and audit requirements that govern Federal monies associated with this award, as applicable, in the Uniform Guidance 2 Code of Federal Regulations (CFR) Part 200 as codified by HHS at 45 CFR Part 75 (<a href="http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&amp;SID=0ddb69baec587eeea4ab7e6a68c4acb0&amp;mc=true&amp;r=PART&amp;n=pt45.1.75">http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&amp;SID=0ddb69baec587eeea4ab7e6a68c4acb0&amp;mc=true&amp;r=PART&amp;n=pt45.1.75</a>).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 3                 | Standard Term<br><b>Award Expectations</b>                                                                          | <p>The eligibility and program requirements originally outlined in funding opportunity must continue to be adhered to as the funded project is implemented. Recipients must comply with the performance goals, milestones, outcomes, and performance data collection as reflected in the FOA and related policy and guidance. Additional terms and/or conditions may be applied to this award if outstanding financial or programmatic compliance issues are identified by Substance Abuse and Mental Health Services Administration (SAMHSA).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

|   |               |                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---|---------------|-----------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4 | Standard Term | <b>Flow down of requirements to sub-recipients</b>                                                                    | The grantee, as the awardee organization, is legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 45 CFR §§ 75.351 – 75.352, Sub-recipient monitoring and management.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 5 | Standard Term | <b>Future Funding</b>                                                                                                 | If indicated in the NoA, recommended future support reflects TOTAL costs (direct plus indirect). Funding is subject to the availability of Federal funds, and that matching funds, (if applicable), are verifiable, and progress of the award is documented and acceptable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 6 | Standard Term | <b>Non-Supplant</b>                                                                                                   | Federal award funds must supplement, not replace (supplant) non-Federal funds. All recipients who receive awards under programs that prohibit supplanting by law must ensure that Federal funds do not supplant funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 7 | Standard Term | <b>Unallowable Costs</b>                                                                                              | All costs incurred prior to the award issue date and costs not consistent with the funding opportunity, 45 CFR Part 75, and the HHS Grants Policy Statement, are not allowable under this award.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 8 | Standard Term | <b>Conflicts of Interest Policy</b>                                                                                   | <p>Recipients must establish written policies and procedures to prevent employees, consultants, and others (including family, business, or other ties) involved in grant-supported activities, from involvement in actual or perceived conflicts of interest. The policies and procedures must:</p> <ul style="list-style-type: none"> <li>• address conditions under which outside activities, relationships, or financial interests are proper or improper;</li> <li>• provide for advance disclosure of outside activities, relationships, or financial interests to a responsible organizational official;</li> <li>• include a process for notification and review by the responsible official of potential or actual violations of the standards; and</li> <li>• specify the nature of penalties that may be imposed for violations.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 9 | Standard Term | <b>Carryover - Expanded Authority for Unobligated Balances from One Budget Period to Any Subsequent Budget Period</b> | <p>Federal administrative requirements allow agencies to provide recipients with expanded authorities, which waive certain cost-related and administrative prior approvals under certain conditions. Per 45 CFR Part 75.308 (d)(3) SAMHSA has extended expanded authorities to recipients that requesting to carryover unobligated balances (UOB) of 25 percent or less from prior budget periods to the current budget period within the project period without prior approval, provided they are not designated Restricted Status and placed on drawdown restriction.</p> <p>Recipients who can exercise expanded authority MUST report an Intent to Carry Over an UOB in the remarks section (box 12) of the annual Federal Financial Report (FFR).</p> <p>Recipients who are requesting to carryover unobligated balances (UOB) of more than 25 percent or less from prior budget periods to the current budget period within the project period without prior approval, or are designated Restricted Status and placed on drawdown restriction, cannot exercise this expanded authority. Instead, these recipients must submit a Prior Approval and receive formal written approval from the Grants Management Officer (GMO).</p> <p>Guidance on reporting Intent to Carry Over on the FFR, and for submitting a Prior Approval for Carry Over, are available at <a href="http://www.samhsa.gov/grants/grants-management/post-award-changes/carryover-requests">http://www.samhsa.gov/grants/grants-management/post-award-changes/carryover-requests</a>. Only responses to prior approval requests signed by the GMO in an amended NoA are considered valid.</p> |

This authority may be overridden by other special terms or conditions of the award. Recipients must carefully review the NoA to determine if a particular authority is withheld for a specific award.

Recipients must exercise proper stewardship over Federal funds and ensure that costs charged to awards are allowable, allocable, reasonable, necessary, and consistently applied regardless of the source of funds. SAMHSA may disallow the costs if it is determined, through audit or otherwise, that the costs do not meet the tests of allowability, allocability, reasonableness, necessity, and consistency.

**10 Standard Term Prior Approval**

SAMHSA anticipates that the recipient may need to modify the recipient's award budget or other aspects of its approved application during performance to accomplish the award's programmatic objectives. In general, recipients are allowed a certain degree of latitude to rebudget within and between budget categories to meet unanticipated needs and to make other types of post-award changes, provided that the changes still meet the statutory program requirements and the regulatory requirements under 45 CFR, as applicable.

Items that require prior approval (i.e. formal written approval) from the GMO, as indicated in either 45 CFR Part 75 or the HHS Grants Policy Statement, must be submitted in writing to the GMO. Based on the nature, extent, and timing of the request, the SAMHSA GMO may approve, deny, or request additional material to further document and evaluate your request. Only responses provided by the GMO are considered valid. If SAMHSA approves the request, an amended NoA will be issued. Verbal authorization is not approval and is not binding on SAMHSA. Recipients that proceed on the basis of actions by unauthorized officials do so at their own risk, and SAMHSA is not bound by such responses.

Prior approval is required for, but is not limited to: Changes in Key Personnel and Level of Effort, Budget Revisions, Changes in Scope, Carryover Requests (that fall outside the term for the Expanded Authority for Carryover), and No Cost Extensions. A summary of activities that require prior approval are listed in the HHS Grants Policy Statement under Exhibit 5, Page II-49 Activities, is available at <http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>. SAMHSA instructions post-award changes that require prior approval and how to submit information through the eRA Post Award Amendments module, is available at <http://www.samhsa.gov/grants/grants-management/post-award-changes>.

**11 Standard Term Administrative and National Policy Requirements**

Public policy requirements are requirements with a broader national purpose than that of the Federal sponsoring program or award that an applicant/recipient must adhere to as a prerequisite to and/or condition of an award. Public policy requirements are established by statute, regulation, or Executive order. In some cases they relate to general activities, such as preservation of the environment, while in other cases, they are integral to the purposes of the award-supported activities. An application funded with the release of Federal funds through a grant award does not constitute or imply compliance with Federal statute and regulations. Funded organizations are responsible for ensuring that their activities comply with all applicable Federal regulations.

|    |               |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----|---------------|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 12 | Standard Term | <b>Executive Pay</b>             | <p>The Consolidated Appropriations Act, 2018 (Pub. L. 115-141) signed into law on January 10, 2016, restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. The Executive Level II salary per E.O. 13819, was increased to \$189,600 effective January 1, 2018.</p> <p>For awards issued prior to this change, if adequate funds are available in active awards, and if the salary cap increase is consistent with the institutional base salary, recipients may rebudget to accommodate the current Executive Level II salary level. However, no additional funds will be provided to these grant awards.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 13 | Standard Term | <b>SAM and DUNS Requirements</b> | <p>This award is subject to requirements as set forth in 2 CFR 25.110 Central Contractor Registration (CCR) (now SAM) and Data Universal Number System (DUNS) numbers. 2 CFR Part 25 - Appendix A4 System of Award Management (SAM) and Universal Identifier Requirements</p> <p>A. Requirement for System of Award Management<br/>Unless you are exempted from this requirement under 2 CFR 25.110, you, as the recipient, must maintain the currency of your information in the SAM, until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.</p> <p>B. Requirement for unique entity identifier If you are authorized (reference project description) to make subawards under this award, you:</p> <ol style="list-style-type: none"> <li>1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you, unless the entity has provided its unique entity identifier to you; and</li> <li>2. May not make a subaward to an entity, unless the entity has provided its unique entity identifier to you.</li> </ol> <p>C. Definitions. For purposes of this award term:</p> <ol style="list-style-type: none"> <li>1. System of Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at: <a href="http://www.sam.gov">http://www.sam.gov</a>).</li> <li>2. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.</li> <li>3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C: <ol style="list-style-type: none"> <li>a. A governmental organization, which is a state, local government, or Indian Tribe; b. A foreign public entity; c. A domestic or foreign nonprofit organization; d. A domestic or foreign for-profit organization; and e. A Federal agency, but only as a subrecipient under an award or subaward to a nonFederal entity.</li> </ol> </li> <li>4. Subaward: <ol style="list-style-type: none"> <li>a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient; b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330). c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.</li> </ol> </li> <li>5. Subrecipient means an entity that: a. Receives a subaward from you under this award; and b. Is accountable to you for the use of the Federal funds provided by the subaward.</li> </ol> |

|    |               |                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----|---------------|---------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 14 | Standard Term | Federal Financial Accountability and Transparency Act (FFATA) | <p>Reporting Subawards and Executive Compensation, 2 CFR, Appendix A to Part 170</p> <p>a. Reporting of first-tier subawards.</p> <p>1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).</p> <p>2. Where and when to report.</p> <p>i. You must report each obligating action described in paragraph a. 1. of this award term to <a href="http://www.fsrs.gov">http://www.fsrs.gov</a>.</p> <p>ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)</p> <p>3. What to report. You must report the information about each obligating action that the submission instructions posted at <a href="http://www.fsrs.gov">http://www.fsrs.gov</a> specify.</p> <p>b. Reporting Total Compensation of Recipient Executives.</p> <p>1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—</p> <p>i. the total Federal funding authorized to date under this award is \$25,000 or more;</p> <p>ii. in the preceding fiscal year, you received—</p> <p>(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170. 320 (and subawards); and</p> <p>(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and</p> <p>iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <a href="http://www.sec.gov/answers/execomp.htm">http://www.sec.gov/answers/execomp.htm</a>.)</p> <p>2. Where and when to report. You must report executive total compensation described in paragraph b. 1. of this award term:</p> <p>i. As part of your registration profile at <a href="https://www.sam.gov">https://www.sam.gov</a>.</p> <p>ii. By the end of the month following the month in which this award is made, and annually thereafter.</p> <p>c. Reporting of Total Compensation of Subrecipient Executives.</p> <p>1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—</p> <p>i. in the subrecipient's preceding fiscal year, the subrecipient received—</p> <p>(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and</p> <p>(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the</p> |
|----|---------------|---------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c. 1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards,

and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_\_\_ 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include

group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

[75 FR 55669, Sept. 14, 2010, as amended at 79 FR 75879, Dec. 19, 2014]

**15** Standard Term

**FAPIS -  
Recipient  
Integrity and  
Performance**

Appendix XII to 45 CFR Part 75

#### A. Reporting of Matters Related to Recipient Integrity and Performance

##### 1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

##### 2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five year period; and
- c. If one of the following:
  - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - (4) Any other criminal, civil, or administrative proceeding if:
    - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
    - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgement of fault on your part; and
    - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

##### 3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do

not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

#### 4. Reporting Frequency

During any period of time when you are subject to this requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

#### 5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
  - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
  - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised

[81 FR 3019, Jan. 20, 2016]

|    |               |                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----|---------------|------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 16 | Standard Term | <b>Acknowledgement of Federal Funding in communications and contracting.</b> | As required by HHS appropriations acts, all HHS recipients must acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Recipients are required to state: (1) the percentage and dollar amounts of the total program or project costs financed with Federal funds; and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.                                                                                                                                                                                                                                                                                                                                                                                                              |
| 17 | Standard Term | <b>Acknowledgement of Federal Funding at Conferences and Meetings</b>        | A conference is defined as a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award. Allowable conference costs paid by the non-Federal entity as a sponsor or host of the conference may include rental of facilities, speakers' fees, costs of meals and refreshments, local transportation, and other items incidental to such conferences unless further restricted by the terms and conditions of the Federal award. As needed, the costs of identifying, but not providing, locally available dependent-care resources are allowable. Conference hosts/sponsors must exercise discretion and judgment in ensuring that conference costs are appropriate, necessary and managed in a manner that minimizes costs to the Federal award. The HHS |

|    |               |                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----|---------------|----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |               |                                        | <p>awarding agency may authorize exceptions where appropriate for programs including Indian tribes, children, and the elderly. See also §§75.438, 75.456, 75.474, and 75.475.</p> <p>When 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):</p> <p><i>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.</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 18 | Standard Term | <b>Rights in Data and Publications</b> | <p>As applicable, recipients agree to the requirements for intellectual property, rights in data, access to research data, publications, and sharing research tools, and intangible property and copyrights as described in 45 CFR § 75.322 and the HHS Grants Policy Statement.</p> <p>Recipients may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. SAMHSA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 19 | Standard Term | <b>Mandatory Disclosures</b>           | <p>Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the HHS Office of Inspector General (OIG), all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following addresses:</p> <p>U.S. Department of Health and Human Services<br/>Office of Inspector General ATTN: Mandatory Grant Disclosures, Intake Coordinator<br/>330 Independence Avenue, SW, Cohen Building Room<br/>5527 Washington, DC 20201<br/>Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or email: MandatoryGranteeDisclosures@oig.hhs.gov</p> <p>Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371 remedies for noncompliance, including suspension or debarment (see 2 CFR parts 180 &amp; 376 and 31 U.S.C. 3321).</p> |

|                  |                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------|----------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 20               | <b>Lobbying Restrictions</b>                                                                             | <p>Per 45 CFR §75.215, Recipients are subject to the restrictions on lobbying as set forth in 45 CFR part 93.</p> <p>U.S.C. &gt; Title 18 &gt; Part I &gt; Chapter 93 &gt; Section 1913, No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his/her request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities.</p> <p>Violations of this section shall constitute as a violation of section 1352 (a) of Title 31.</p> |
| 21               | <b>Drug-Free Workplace</b>                                                                               | <p>The Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.) requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. By signing the application, the AOR agrees that the grantee will provide a drug-free workplace and will comply with the requirement to notify NIH if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. Government wide requirements for Drug-Free Workplace for Financial Assistance are found in 2 CFR part 182; HHS implementing regulations are set forth in 2 CFR part 382.400. All recipients of NIH grant funds must comply with the requirements in Subpart B (or Subpart C if the recipient is an individual) of part 382.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 22 Standard Term | <b>Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(G)), as amended, and 2 C.F.R. PART 175</b> | <p>The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. SAMHSA may unilaterally terminate this award, without penalty, if a private entity recipient, or a private entity subrecipient, or their employees:</p> <ul style="list-style-type: none"> <li>a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;</li> <li>b) Procure a commercial sex act during the period of time that the award is in effect; or,</li> <li>c) Use forced labor in the performance of the award or subawards under the award.</li> </ul> <p>The text of the full award term is available at 2 C.F.R. § 175.15(b). See <a href="http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf">http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf</a>.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

|    |               |                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----|---------------|------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 23 | Standard Term | <b>Accessibility Provisions</b>                                  | <p>Recipients of Federal financial assistance (FFA) from HHS must administer their programs in compliance with Federal civil rights law. This means that recipients of HHS funds must ensure equal access to their programs without regard to a person's race, color, national origin, disability, age, and in some circumstances, sex and religion. This includes ensuring your programs are accessible to persons with limited English proficiency.</p> <p>The HHS Office for Civil Rights also provides guidance on complying with civil rights laws enforced by HHS. Please see <a href="http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html">http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html</a>. Recipients of FFA also have specific legal obligations for serving qualified individuals with disabilities. Please see <a href="http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html">http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html</a>. Please contact the HHS Office for Civil Rights for more information about obligations and prohibitions under Federal civil rights laws at <a href="https://www.hhs.gov/civil-rights/index.html">https://www.hhs.gov/civil-rights/index.html</a> or call 1-800-368-1019 or TDD 1-800-537-7697.</p> <p>Also note that it is an HHS Departmental goal to ensure access to quality, culturally competent care, including long-term services and supports, for vulnerable populations. For further guidance on providing culturally and linguistically appropriate services, recipients should review the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care at <a href="https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&amp;lvlid=6">https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&amp;lvlid=6</a>.</p> |
| 24 | Standard Term | <b>Confidentiality of Alcohol and Drug Abuse Patient Records</b> | <p>The 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 Part 2. The recipient is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 25 | Standard Term | <b>Data Collection and Performance Measurement:</b>              | <p>All SAMHSA recipients are required to collect and report evaluation data to ensure the effectiveness and efficiency of its programs under the Government Performance and Results (GPRA) Modernization Act of 2010 (P.L. 102-62). Recipients must comply with the performance goals, milestones, and expected outcomes as reflected in the Funding Opportunity Announcement (FOA) and are required to submit data via SAMHSA's data-entry and reporting system.</p> <p>Please contact your Government Program Official for additional submission information.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 26 | Standard Term | <b>Healthy People 2020</b>                                       | <p>Healthy People 2020 is a national initiative led by HHS that set priorities for all SAMHSA programs. The initiative has two major goals: (1) increase the quality and years of a healthy life; and (2) eliminate our country's health disparities. The program consists of 28 focus areas and 467 objectives. SAMHSA has actively participated in the work groups of all the focus areas and is committed to the achievement of the Healthy People 2020 goals. Healthy People 2010 and the conceptual framework for the forthcoming Healthy People 2020 process can be found online at <a href="http://www.healthypeople.gov/">http://www.healthypeople.gov/</a>.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

|    |               |                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----|---------------|------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 27 | Standard Term | <b>Federal Recognition of Same-Sex Spouses/Marriages</b>                                                                                       | <p>On June 26, 2013, in <i>United States v. Windsor</i>, the Supreme Court held that section 3 of the Defense of Marriage Act (DOMA) (P.L. 104-199), which prohibited Federal recognition of same-sex marriages, was unconstitutional. As a result of that decision and consistent with HHS policy, SAMHSA recognizes same-sex marriages and same-sex spouses on equal terms with opposite sex-marriages and opposite-sex spouses, regardless of where the couple resides.</p> <p>On June 26, 2015, in <i>Obergefell v. Hodges</i>, the Court held that the Fourteenth Amendment requires a State to license a marriage between two people of the same sex and to recognize a marriage between two people of the same sex when their marriage was lawfully licensed and performed out-of-state. Consistent with both of these decisions, you must treat as valid the marriages of same- sex couples. This policy does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under state law as something other than a marriage.</p>                                                                                                    |
| 28 | Standard Term | <b>Legislative Mandates</b>                                                                                                                    | <p>Certain statutory provisions under P.L. 115-245, Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019, Division B, Title V, Title II, General Provisions limit the use of funds on SAMHSA grants, cooperative agreements, and contract awards. Such provisions are subject to change annually based on specific appropriation language that restricts the use of grant funds. The full text of P.L. 115-245 is available at <a href="https://www.congress.gov/bill/115th-congress/house-bill/6157/text?format=txt">https://www.congress.gov/bill/115th-congress/house-bill/6157/text?format=txt</a>.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 29 | Standard Term | <b>Executive Order 13410: Promoting Quality and Efficient Health Care in Federal Government Administered or Sponsored Health Care Programs</b> | <p>This EO 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 recipients that electronically exchange patient level health information to external entities where national standards exist must:</p> <p>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 <a href="http://www.healthit.gov">www.healthit.gov</a> for more information, and</p> <p>b) Use Electronic Health Record systems (EHRs) that are certified by agencies authorized by the Office of the National Coordinator for Health Information Technology (ONC), or that will be certified during the life of the grant. For additional information contact: Jim Kretz, at 240-276-1755 or <a href="mailto:Jim.Kretz@samhsa.hhs.gov">Jim.Kretz@samhsa.hhs.gov</a>.</p> |
| 30 | Standard Term | <b>Audits</b>                                                                                                                                  | <p>Non-Federal recipients that expend \$750,000 or more in Federal awards during the recipient's fiscal year must have a single or program-specific audit conducted for that year in accordance with the provisions of 45 CFR §75.501(a). Guidance on determining Federal awards expended is provided in 45 CFR §75. 502.</p> <p>Recipients are responsible for submitting their Single Audit Reports and the Data Collections Forms (SF-FAC) electronically to the to the Federal Audit Clearinghouse Visit disclaimer page (FAC) within the earlier of 30 days after receipt or nine months after the FY's end of the audit period. The FAC operates on behalf of the OMB.</p> <p>For specific questions and information concerning the submission process:</p> <ul style="list-style-type: none"> <li>•Visit the Federal Audit Clearinghouse at <a href="https://harvester.census.gov/facweb">https://harvester.census.gov/facweb</a></li> <li>•Call FAC at the toll-free number: (800) 253-0696</li> </ul>                                                                                                                                                                          |

|           |               |                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----------|---------------|----------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>31</b> | Standard Term | <b>Ad Hoc Submissions</b>                                            | <p>Throughout the project period, SAMHSA may determine that a grant requires submission of additional information beyond the standard deliverables. This information may include, but is not limited to, the following:</p> <ul style="list-style-type: none"> <li>• Payroll</li> <li>• Purchase orders</li> <li>• Contract documentation</li> <li>• Proof of project implementation</li> </ul> |
| <b>32</b> | Standard Term | <b>Submitting Responses to Conditions and Reporting Requirements</b> | <p>Unless otherwise identified in the special terms and conditions of award and post award requests, all responses to special terms and conditions of award and post award requests must be submitted through the eRA Commons system.</p>                                                                                                                                                       |

## **LIMA Diversion Program Grant**

### **GRANT CONDITIONS AND ASSURANCES**

#### **General Conditions**

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Department of Health and Human Services (hereafter referred to as "Department") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Recipient is an independent entity.
2. The Recipient shall hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.
3. The Department or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Department or Recipient from its obligations under this Agreement.
  - The Department may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Department and Recipient.
4. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work in Section B may only be undertaken with the prior approval of the Department. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Recipient under this Agreement shall, at the option of the Department, become the property of the Department, and the Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.
  - The Department may also suspend or terminate this Agreement, in whole or in part, if the Recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Department may declare the Recipient ineligible for any further participation in the Department's grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Recipient is in noncompliance with any applicable rules or regulations, the Department may withhold funding.

#### **Grant Assurances**

A signature on the cover page of this packet indicates that the applicant is capable of and agrees to meet the following requirements, and that all information contained in this proposal is true and correct.

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).

2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.
3. These grant funds will not be used to supplant existing financial support for current programs.
4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.
5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
6. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
7. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend \$750,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. **To acknowledge this requirement, Section E of this notice of subaward must be completed.**
8. Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
9. Certification that neither the Recipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).
10. No funding associated with this grant will be used for lobbying.
11. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.
12. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
13. An organization receiving grant funds through the Department of Health and Human Services shall

not use grant funds for any activity related to the following:

- Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.
  - Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.
  - Any attempt to influence:
    - The introduction or formulation of federal, state or local legislation; or
    - The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
  - Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
  - Any attempt to influence:
    - The introduction or formulation of federal, state or local legislation;
    - The enactment or modification of any pending federal, state or local legislation; or
    - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity, **by preparing, distributing or using** publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
  - Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
  - Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
14. An organization receiving grant funds through the Department of Health and Human Services may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:
- Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and
  - Not specifically directed at:

- o Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
- o Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
- o Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

This provision does not prohibit a recipient or an applicant for a grant from providing information that is directly related to the grant or the application for the grant to the granting agency.

To comply with reporting requirements of the Federal Funding and Accountability Transparency Act (FFATA), the sub-grantee agrees to provide the Department with copies of all contracts, sub-grants, and or amendments to either such documents, which are funded by funds allotted in this agreement.