

**THIRD AMENDMENT TO AGREEMENT
Yamhill Valley Treatment dba Provoking Hope**

THIS THIRD AMENDMENT TO AGREEMENT (this "**Amendment #3**") is entered into by and between **Yamhill County**, a political subdivision of the State of Oregon, acting by and through its Department of Health and Human Services Department ("County") and **Yamhill Valley Treatment**, an Oregon non-profit corporation doing business as Provoking Hope, 611 NE Davis St., McMinnville, OR 97128 ("Contractor").

RECITALS:

A. County and Contractor are parties to that certain agreement dated as of January 13, 2013 (the "Underlying Agreement"), pursuant to which Contractor provides recovery support services. The Underlying Agreement was first amended on September 26, 2013 ("First Amendment"). The Underlying Agreement was further amended on April 4, 2014 ("Second Amendment").

B. County and Contractor now desire to further amend the Underlying agreement upon the terms and conditions as more particularly set for herein below.

C. Capitalized terms not defined herein shall have the meanings attributed to such terms in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein below and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, County and Contractor, intending legally to be bound, hereby agree as follows:

1. Section 5 of the Underlying Agreement is hereby deleted in its entirety and replaced with the following:

"SECTION 5 INDEMNIFICATION CONTRACTOR AGREES TO INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE COUNTY, AND ITS OFFICERS, EMPLOYEES AND AGENTS, INCLUDING BUT NOT LIMITED TO THE STATE OF OREGON CRIMINAL JUSTICE COMMISSION (CJC), FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, LIABILITIES, DAMAGES, LOSSES, OR EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING FROM A TORT, AS NOW OR HEREAFTER DEFINED IN ORS 30.260, CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR OR ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS ("CLAIMS"). IT IS THE SPECIFIC INTENTION OF THE PARTIES THAT CJC SHALL, IN ALL INSTANCES, EXCEPT FOR CLAIMS ARISING SOLELY FROM THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE CJC, BE INDEMNIFIED BY CONTRACTOR FROM AND AGAINST ANY AND ALL CLAIMS. NEITHER CONTRACTOR, NOR ANY ATTORNEY ENGAGED BY CONTRACTOR SHALL DEFEND ANY CLAIM IN THE NAME OF THE STATE OR ANY AGENCY OF THE STATE OF OREGON, NOR PURPORT TO ACT AS LEGAL REPRESENTATIVE OF THE STATE OF OREGON OR ANY OF ITS AGENCIES, WITHOUT THE PRIOR WRITTEN CONSENT OF THE OREGON ATTORNEY GENERAL. THE STATE MAY, AT ANY TIME AT ITS

B.O. 14-674

ELECTION, ASSUME ITS OWN DEFENCE AND SETTLEMENT IN THE EVENT THAT IT DETERMINES THAT CONTRACTOR IS PROHIBITED FROM DEFENDING STATE OR THAT CONTRACTOR IS NOT ADEQUATELY DEFENDING THE STATE'S INTERESTS, OR THAT AN IMPORTANT GOVERNMENTAL PRINCIPLE IS AT ISSUE OR THAT IT IS IN THE BEST INTERESTS OF STATE TO DO SO. STATE RESERVES ALL RIGHTS TO PURSUE CLAIMS IT MAY HAVE AGAINST GRANTEE'S SUBGRANTEE IF STATE ELECTS TO ASSUME ITS OWN DEFENSE."

2. Section 9 of the Underlying Agreement is hereby amended to include the following: The Contractor agrees to comply with and shall adhere to any and all of the applicable terms and conditions of the CJC Specialty Courts Grant Program attached to this Amendment #3 as Exhibit A and the Standard Terms and Conditions of the Substance Abuse and Mental Health Services Administration (SAMHSA) continuation grant attached to this Amendment #3 as Exhibit B.

3. Exhibit A of the First Amendment of the Underlying Agreement is hereby amended to include effective dates of July 1, 2014 through June 30, 2015 and extend the payment of \$1,000/month to provide recovery support services to Women's Recovery Court program participants, previously Family Drug Court program.

4. The balance of Exhibit A of the First Amendment of the Underlying Agreement remains unchanged.

5. Exhibit A of the Second Amendment of the Underlying Agreement is (i) hereby amended to extend the contract period to June 30, 2015, unless sooner terminated as provided in Section 7, subsection 2 of the Underlying Agreement and (ii) the Compensation paragraph is amended to read as follows:

"YVT shall be compensated on a monthly basis for recovery support services for the Yamhill County Transitional Treatment program rendered under this amendment. The maximum not to exceed amount to be paid under this amendment shall not exceed \$184,683 for the amendment period ending June 30, 2015. County will provide a monthly capacity payment to YCT at \$13,112.25 per month effective October 1, 2014."

6. The balance of Exhibit A of the Second Amendment of the Underlying Agreement remains unchanged.

7. Section 17 CONTRACTOR DATA AND CERTIFICATION is hereby added to the Underlying Agreement.

"SECTION 17 CONTRACTOR DATA AND CERTIFICATION

1. Contractor information: Contractor shall provide information set forth below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

Contractor name (exactly as filed with the IRS): Yamhill Valley Treatment
alba Provoking Hope Recovery Support
Street address: 213 NE 10th St

City, State, zip code: McMinnville OR 97128

Telephone: 503-895-0934 Facsimile: 503-883-9647

Federal employer identification number: 45-3155924

Proof of Insurance:

Workers' Compensation Insurance Company: US Risk

Policy #: B 1692713195 Q6 Expiration Date: 12/13/2014

The above information must be provided prior to Agreement approval. Contractor shall provide proof of insurance upon request by County or County designee.

2. Certification. The Contractor acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The Contractor certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Contractor further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Contractor. Without limiting the generality of the foregoing, by signature on this Agreement, the Contractor hereby certifies that:
- A. Under penalty of perjury the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;
 - B. The information shown in this Contractor Data and Certification, is Contractor's true, accurate and correct information;
 - C. To the best of the undersigned's knowledge, Contractor has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
 - D. Contractor and Contractor's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;
 - E. Contractor is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at <https://www.sam.gov/portal/public/SAM/>; and
 - F. Contractor is not subject to backup withholding because:
 - 1) Contractor is exempt from backup withholding;

- 2) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends; or
- 3) The IRS has notified Contractor that Contractor is no longer subject to backup withholding.

3. Contractor is required to provide its Federal Employer Identification Number (FEIN). By Contractor's signature on this Agreement, Contractor hereby certifies that the FEIN provided to County is true and accurate. If this information changes, Contractor is also required to provide County with the new FEIN within 10 days."

8. Ratification. Except as otherwise expressly modified by the terms of this Amendment #3, the Underlying Agreement shall remain unchanged and continue in full force and effect. All terms, covenants and conditions of the Underlying Agreement not expressly modified herein are hereby confirmed and ratified and remain in full force and effect, and constitute valid and binding obligations of County and Contractor enforceable according to the terms thereof.

9. Authority. County and Contractor and each of the persons executing this Amendment #3 on behalf of County and Contractor hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #3 and has taken all action required to authorize such party (and each person executing this Amendment #3 on behalf of such party) to enter into this Amendment #3, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.

10. Binding Effect. All of the covenants contained in this Amendment #3 shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives and permitted successors and assigns.

11. Counterparts. This Amendment #3 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #3.

12. Recitals. The foregoing recitals are intended to be a material part of this Amendment #3 and are incorporated herein by this reference.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Amendment #3 on the date indicated by their duly authorized officials.

**YAMHILL VALLEY TREATMENT
dba PROVOKING HOPE**

Diane K Reynolds
Diane Reynolds, Executive Director

Date: 10/29/14

Fed. Tax ID#: 45-3155924

**YAMHILL COUNTY
BOARD OF COMMISSIONERS**

Allen Springer
ALLEN SPRINGER, Chair

Date: 11-6-14

Silas Halloran-Steiner
SILAS HALLORAN-STEINER, Director
Department of Health and Human Services

Date: 10/28/14

APPROVED AS TO FORM

By: *Christian Boenisch*
CHRISTIAN BOENISCH
County Counsel

Date: 11/6/14

Accepted by Yamhill County
Board of Commissioners on
11-16-14 by Board Order
14-1274

Exhibit A

CRIMINAL JUSTICE COMMISSION
SPECIALTY COURTS GRANT PROGRAM

885 Summer Street NE
Salem, OR 97301

SEP 18 2013

This Agreement is made and entered into by and between the State of Oregon, acting by and through its Criminal Justice Commission, hereafter referred to as "CJC," and Yamhill County Health & Human Services Department, hereinafter referred to as "Grantee," and collectively referred to as the "Parties."

1. **Effective Date; Availability of Grant Funds.** This Agreement shall become effective on the later of September 1, 2013 or the date when this Agreement is fully executed and approved as required by applicable law. Grant Funds under this Agreement are available for eligible costs incurred beginning on the Project Start Date and ending on the Project End Date provided in Exhibit A. CJC's obligation to disburse Grant Funds under this Agreement shall end 90 days after the Project End Date.

2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget
Exhibit B: Grant Application
Exhibit C: Subcontractor Insurance

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit C; Exhibit B.

3. **Grant Funds.** In accordance with the terms and conditions of this Agreement, CJC shall provide Grantee an amount not to exceed \$90,338 in Grant Funds for eligible costs described in Section 6 hereof.

4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by CJC by amendment pursuant to Section 11.d hereof.

5. **Reports.** Grantee shall submit the reports required by this section by accessing and completing the report forms at <http://www.cjcgrants.com>.

a. **Progress Reports.** Grantee shall to submit a report each quarter on its progress in meeting each of it's agreed upon goals and objectives and comprehensive evaluation plan. Progress reports must include data on performance measures. Reports must be received by CJC no later than January 20, 2014; April 20, 2014 and July 20, 2014. Grantee must receive prior approval from CJC to extend a progress report requirement past its due date. CJC may adjust

this reporting schedule on an as needed-basis upon notice to Grantee as provided in Section 11.g

b. Financial Reimbursement Reports.

i. In order to receive reimbursement, Grantee shall submit to CJC Requests for Reimbursement (RFR) that include supporting documentation for all grant expenditures. CJC must receive RFRs no later than January 20, 2014; April 20, 2014 and July 20, 2014. Reimbursements for expenses will be withheld if Progress Reports have not timely been submitted or are incomplete. Grantee must receive prior approval from CJC to extend an RFR past its due date.

ii. Reimbursement rates for travel expenses shall not exceed those allowed by the Oregon travel policy, available at [http://www.oregon.gov/DAS/CFO/SARS/pages/oam_toc.aspx#Chapter 40 Travel](http://www.oregon.gov/DAS/CFO/SARS/pages/oam_toc.aspx#Chapter_40_Travel). Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the times, dates, and places of travel, and the actual expenses or authorized rates incurred.

iii. When requesting reimbursement for equipment costing over \$5,000, the Grantee agrees to provide a description of the equipment, purchase price, date of purchase, and identifying numbers if any.

iv. Reimbursements will be made only for actual expenses incurred during the grant period. The Grantee agrees that no grant funds may be used for expenses incurred before the Project Start Date or after the Project End Date.

6. Disbursement and Recovery of Grant Funds.

a. **Disbursement Generally.** CJC shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by CJC within 30 days of CJC's approval of a RFR. Eligible costs are the reasonable and necessary costs incurred by Grantee, or under a sub agreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by CJC, either by this Agreement or by exclusion as a result of financial review or audit.

b. **Conditions Precedent to Disbursement.** CJC's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

i. CJC has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to make the disbursement.

ii. Grantee is in compliance with the terms of this Agreement.

iii. Grantee's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

iv. Grantee has provided to CJC a RFR in accordance with Section 5.b.i. hereof. Grantee must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Project End Date. Failure to submit the final request for reimbursement within 60 days after the Project End Date could result in non-payment.

c. **Recovery of Grant Funds.** Any funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement ("Unexpended Funds") must be returned to CJC. Grantee shall return all Misexpended Funds to CJC promptly after CJC's written demand and no later than 15 days after CJC's written demand. Grantee shall return all Unexpended Funds to CJC within 14 days after the earlier of expiration or termination of this Agreement.

7. **Representations and Warranties of Grantee.** Grantee represents and warrants to CJC as follows:

a. **Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

b. **Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. **No Solicitation.** Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or

State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

a. **Records, Access to Records and Facilities.** Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Grantee shall ensure that each of its subgrantees and subcontractors complies with these requirements. CJC, the Secretary of State of the State of Oregon (Secretary) and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, CJC, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of CJC and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Grantee as part of the Project, and any transportation services rendered by Grantee.

b. **Retention of Records.** Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Project End Date. If there are unresolved audit questions at the end of the six-year period, Grantee shall retain the records until the questions are resolved.

c. **Expenditure Records.** Grantee shall document the expenditure of all funds disbursed by CJC under this Agreement. Grantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit CJC to verify how the moneys were expended.

9. Grantee Sub agreements and Procurements

a. **Sub agreements.** Grantee may enter into agreements with sub grantees, contractors or subcontractors (collectively, "sub agreements") for performance of the Project.

i. All sub agreements must be in writing executed by Grantee and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the sub agreement(s). Use of a sub agreement does not relieve Grantee of its responsibilities under this Agreement.

ii. Grantee agrees to provide CJC with a copy of any signed sub agreement upon request by CJC. Any substantial breach of a term or condition of a sub agreement relating to funds covered by this Agreement must be reported by Grantee to CJC within ten (10) days of its being discovered.

b. Sub agreement indemnity; insurance.

Grantee's sub agreement(s) shall require the other party to such sub agreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the CJC and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Grantee's sub agreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that CJC shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the CJC, be indemnified by the other party to Grantee's sub agreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Grantee's sub grantee(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Grantee's subgrantee(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Grantee's subgrantee is prohibited from defending State or that Grantee's subgrantee is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Grantee's subgrantee if State elects to assume its own defense.

Grantee shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

c. Procurements.

i. Grantee shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.

ii. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. Justification must be provided to CJC for any non-competitive or sole-source procurement. Justification should include a description of the program and what is being contracted for, an explanation of why it is necessary

to contract noncompetitively, time constraints and any other pertinent information. All sole source procurements in excess of \$100,000 must receive prior written approval from CJC in addition to any other approvals required by law applicable to Grantee. Interagency agreements between units of government are excluded from this requirement to obtain CJC approval of sole source procurements.

iii. The Grantee shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to CJC.

10. Termination

a. **Termination by CJC.** CJC may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by CJC in such written notice, if:

i. Grantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal; or

ii. CJC fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow CJC, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or

iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or

iv. The Project would not produce results commensurate with the further expenditure of funds; or

v. Grantee takes any action pertaining to this Agreement without the approval of CJC and which under the provisions of this Agreement would have required the approval of CJC.

b. **Termination by Grantee.** Grantee may terminate this Agreement effective upon delivery of written notice of termination to CJC, or at such later date as may be established by Grantee in such written notice, if:

i. The requisite local funding to continue the Project becomes unavailable to Grantee or Grantee is unable to continue implementation of the Program as a result of circumstances not reasonably anticipated by Grantee at the time it executed this Agreement and that are beyond Grantee's reasonable control; or

ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

iii. Upon termination of this Agreement under this subsection b, CJC may end all further disbursements of grant funds upon receipt of Grantee's termination notice but Grantee shall not be required to repay to CJC any grant funds previously disbursed to and expended by Grantee in accordance with the terms and conditions of this Agreement.

c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten day's notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. GENERAL PROVISIONS

a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against CJC or Grantee with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which CJC is jointly liable with Grantee (or would be if joined in the Third Party Claim), CJC shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Grantee in such proportion as is appropriate to reflect the relative fault of the CJC on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CJC on the one hand and of Grantee on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CJC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if CJC had sole liability in the proceeding.

With respect to a Third Party Claim for which Grantee is jointly liable with CJC (or would be if joined in the Third Party Claim), Grantee shall contribute to the amount of expenses

(including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by CJC in such proportion as is appropriate to reflect the relative fault of Grantee on the one hand and of CJC on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Grantee on the one hand and of CJC on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

c. **Reserved.**

d. **Amendments; budget changes.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law. Grantee may propose changes to the Budget in Exhibit A that do not increase the total budget amount. The proposed changes to the Budget will be effective without a written Amendment to this Agreement upon written approval by CJC delivered to Grantee as provided in Section 11.g.

e. **Duplicate Payment.** Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

f. **No Third Party Beneficiaries.** CJC and Grantee are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Grantee acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Grantee, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same by registered or certified mail, postage prepaid, to Grantee Contact or CJC Contact at the address or number set forth on

the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against CJC, such facsimile transmission must be confirmed by telephone notice to CJC Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

h. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

i. Compliance with Law. Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

j. Insurance; Workers' Compensation. All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Grantee shall ensure that each of its subgrantee(s), contractor(s), and subcontractor(s) complies with these requirements.

k. Independent Contractor. Grantee shall perform the Project as an independent contractor and not as an agent or employee of CJC. Grantee has no right or authority to incur or create any obligation for or legally bind CJC in any way. CJC cannot and will not control the means or manner by which Grantee performs the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of

performing the Project. Grantee acknowledges and agrees that Grantee is not an "officer", "employee", or "agent" of CJC, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

l. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

m. Counterparts. This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

n. Integration and Waiver. This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Grantee, by the signature

below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Approved by Grantee

Kathy George 9-11-13
Signature of Grantee Date

Kathy George, Chair, Board of Commissioners
Name/Title

93-6002318
Federal Tax ID Number

0495994
State Tax ID Number

Approved As To For:
by Christian Eoenisch
County Counsel
Yamhill County

Approved by Criminal Justice Commission

Craig Prins 9/11/13
Craig Prins, Executive Director Date

CJC Grant Administrator
Lorin Dunlop
885 Summer St. NE
Salem, OR 97301-2524
503-378-4078
lorin.dunlop@state.or.us

Grantee Contact
Marie McDaniel-Bellisario
627 N. Evans
McMinnville, OR 97128
503-434-7523
bellasm@co.yamhill.or.us

Accepted by Yamhill County
Board of Commissioners on
9/12/13 by Board Order
13-563

EXHIBIT A

Project Description and Budget

The goal of the Criminal Justice Commission's *Specialty Courts Grant Program* is to financially support existing Oregon specialty courts serving adults, juveniles, families and Veterans struggling with substance abuse and co-occurring disorders.

This grant award agreement funds the **Yamhill County Family Drug Court**.

Project Start Date: September 1, 2013

Project End Date: June 30, 2014

GRANT #: GF-13-009

CFDA #: NA

PROGRAM CONTACT: Marie McDaniel-Bellisario

FISCAL CONTACT: Silas Halloran-Steiner

EMAIL: bellasm@co.yamhill.or.us

EMAIL: halloras@co.yamhill.or.us

TELEPHONE: 503-434-7523

TELEPHONE: 503-434-7523

BUDGET SUMMARY:

	Grant Funds Requested	Other Support	Total
Personnel Salaries	\$64,423.78	\$15,606.82	\$80,030.60
Contractual/Consultant Services	\$10,000.00	\$0	\$10,000.00
Rent And Utilities	\$4,371.01	\$1,152.68	\$5,523.69
Supplies	\$1,265.81	\$567.01	\$1,832.82
Travel/Training/Conferences	\$182.00	\$51.90	\$233.90
Equipment	\$0	\$0	\$0
Administration	\$5,115.40	\$3,005.00	\$8,120.40
Evaluation	\$0	\$0	\$0
Other Expenses	\$4,980.00	\$7,139.00	\$12,119.00
Total	\$80,338.00	\$27,522.41	\$117,860.41

EXHIBIT B

Grant Application

Grantee's Grant Application is maintained by CJC in a separate physical document and is incorporated in this Exhibit B by reference.

EXHIBIT C

Sub agreement Insurance Requirements

Grantee shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Grantee and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to CJC. Grantee shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a contractor to work under a Subcontract when the Grantee is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Grantee directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers Liability insurance with coverage limits of not less than \$500,000 must be included.

ii. PROFESSIONAL LIABILITY

Required by CJC Not required by CJC.

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than the following, as determined by CJC:

\$2,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. COMMERCIAL GENERAL LIABILITY.

Required by CJC Not required by CJC.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverage's that are satisfactory to CJC. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by CJC:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iv. AUTOMOBILE Liability Insurance: Automobile Liability.

Required by CJC Not required by CJC.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by CJC:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance must include CJC, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Grantee's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and CJC may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If CJC approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

CERTIFICATE(S) OF INSURANCE. Grantee shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed

on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

The grantee shall immediately notify the CJC of any change in insurance coverage.

Exhibit B



STANDARD TERMS AND CONDITIONS (CONTINUATIONS)

STANDARD TERMS OF AWARD:

- 1) The Division of Grants Management created a Public Assistance (P) Account in the Division of Payment Management's (DPM) Payment Management System to provide a separate accounting of federal funds per SAMHSA grant. When discussing your account with the DPM's Account Representative, provide the document number identified on Page 2 of the Notice of Award under Section I - AWARD DATA, Fiscal Information.
- 2) As the grantee organization, you acknowledge acceptance of the grant terms and conditions by drawing down or otherwise obtaining funds from the Payment Management System. In doing so, your organization must ensure that you exercise prudent stewardship over Federal funds and that all costs are allowable, allocable and reasonable.
- 3) Grantees must adhere to all applicable requirements of the Fiscal Year 2012 Consolidated Appropriations Act provisions in PL 112-74 for the Department of Labor, Health and Human Services, and Education and the Department of Interior and Related Agencies and from the Consolidated and Further Continuing Appropriations Act, Fiscal Year 2012, Public Law 112-55 for the United States Department of Agriculture, and Related Agencies.
- 4) This grant is subject to the terms and conditions as stated in Section III (Terms and Conditions) of the NoA. Refer to the "order of precedence" that explains the laws and regulations that govern the award.
- 5) The grantee organization is legally and financially responsible for all aspects of this grant, including funds provided to sub-recipients.
- 6) The Department of Health and Human Services' (HHS), Office of General Counsel (OGC) has provided guidance on how the lobbying restrictions in the Fiscal Year 2012 Consolidated Appropriations Act (CAA, 2012) will affect HHS programs. Section 503 of the Labor, HHS, and Education Appropriation Act (Division F of the CAA, 2012) is the most comprehensive

provision focused on lobbying restrictions. Recent changes to this section may have implications for SAMHSA and its grantees. Language provided by OGC, below provides specific guidance on: agency actions; grantee lobbying; tax increases and other restrictions on legal consumer products; and clarification of Internal Revenue Code provisions.

SEC. 503. - Agency Actions

- a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

Section 503(b) - Grantee and Contractor Lobbying

- b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 7) Grant funds cannot be used to supplant current funding of existing activities. Under the HHS Grants Policy Directives, 1.02 General -- Definition: Supplant is to replace funding of a recipient's existing program with funds from a Federal grant.
 - 8) The recommended future support as indicated on the NoA reflects TOTAL costs (direct plus indirect). Funding is subject to the availability of Federal funds, and that matching funds, (if

applicable), is verifiable, progress of the grant is documented and acceptable.

- 9) For FY 2014, the Consolidated Appropriations Act, 2014 (Public Law 113-76) signed into law on January 17, 2014, restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. The Executive Level II salary is \$181,500 annually.
- 10) "Confidentiality of Alcohol and Drug Abuse Patient Records" regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b).

Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with (42 CFR 2). The grantee is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

- 11) Accounting Records and Disclosure - Awardees and sub-recipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The awardee, and all its sub-recipients, should expect that SAMHSA, or its designee, may conduct a financial compliance audit and on-site program review of grants with significant amounts of Federal funding.
- 12) Per (45 CFR 74.36 and 45 CFR 92.34) and the HHS Grants Policy Statement, any copyrighted or copyrightable works developed under this cooperative agreement/grant shall be subject to a royalty-free, nonexclusive and irrevocable license to the government to reproduce, publish, or otherwise use them and to authorize others to do so for Federal Government purposes. Income earned from any copyrightable work developed under this grant must be used a program income.
- 13) A notice in response to the President's Welfare-to-Work Initiative was published in the Federal Register on May 16, 1997. This initiative is designed to facilitate and encourage grantees and their sub-recipients to hire welfare recipients and to provide additional needed training and/or mentoring as needed. The text of the notice is available electronically on the OMB home page at <http://www.whitehouse.gov/omb/fedreg/omb-not.html>.
- 14) Program Income accrued under the award must be accounted for in accordance with (45 CFR 74.24) or (45 CFR 92.25) as applicable. Program income must be reported on the Federal Financial Report, Standard Form 425.

Program income accrued under this award may be used in accordance with the additional costs alternative described in (45 CFR 74.24(b)(1)) or (45 CFR 92.25(g)(2)) as applicable. Program income must be used to further the grant objectives and shall only be used for

allowable costs as set forth in the applicable OMB Circulars A-102 ("Grants and Cooperative Agreements with State and Local Governments") and A-110 ("Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations").

- 15) Actions that require prior approval must be submitted in writing to the Grants Management Officer (GMO), SAMHSA. The request must bear the signature of an authorized business official of the grantee organization as well as the project director. Approval of the request may only be granted by the GMO and will be in writing. No other written or oral approval should be accepted and will not be binding with SAMHSA. Post Award requirements and instructions may be found at www.samhsa.gov then click on "grants", then "grants management".
- 16) The recipient is required to notify the Government Program Official (GPO) in writing if the Project Director (PD) or key personnel specifically named in the NoA will withdraw from the project entirely, be absent from the project during any continuous period of 3 months or more, or reduce time devoted to the project by 25 percent or more from the level that was approved at the time of award (for example, a proposed change from 40 percent effort to 30 percent or less effort). SAMHSA must approve any alternate arrangement proposed by the recipient, including any replacement of the PD or key personnel named in the NoA.

The request for approval of a substitute PD/key person should include a justification for the change, the biographical sketch of the individual proposed, other sources of support (if applicable), and any budget changes resulting from the proposed change. If the arrangements proposed by the recipient, including the qualifications of any proposed replacement, are not acceptable to SAMHSA, the grant may be suspended or terminated. If the recipient wants to terminate the project because it cannot make suitable alternate arrangements, it must notify the GMO, in writing, of its wish to terminate, and the GMO will forward closeout instructions.

Key staff (or key staff positions, if staff has not been selected) are listed below:

Joe Smith, Project Director @ (i.e., 10%) level of effort

Name, Evaluator @ unstated level of effort

All changes in key staff including level of effort must be sent electronically to the GPO including a biographical sketch and other documentation and information as stated above who will make a recommendation for approval or disapproval to the assigned Grants Management Specialist. Only the GMO, SAMHSA may approve Key Staff Changes.

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

- 18) No HHS funds may be paid as profit (fees) per (45 CFR Parts 74.81 and 92.22(2)).
- 19) Where a conference is funded by a grant or cooperative agreement the recipient must include the following statement on all conference materials (including promotional materials, agenda, and Internet sites):

Funding for this conference was made possible (in part) by (insert grant or cooperative agreement award number) from SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.
- 20) If federal funds are used by the grantee to attend a meeting, conference, etc. and meal(s) are provided as part of the program, then the per diem applied to the Federal travel costs (M&IE allowance) must be reduced by the allotted meal cost(s).
- 21) This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to <http://samhsa.gov/grants/trafficking.aspx>.
- 22) Grantees must comply with the requirements of the National Historical Preservation Act and EO 13287, Preserve America. The HHS Grants Policy Statement provides clarification and uniform guidance regarding preservation issues and requirements (pages I-20, "Preservation of Cultural and Historical Resources"). Questions concerning historical preservation, please contact SAMHSA's Office of Program Services, Building, Logistics and Telecommunications Branch at 240-276-1001.
- 23) Executive Order 13410: Promoting Quality and Efficient Health Care in Federal Government Administered or Sponsored Health Care Programs promotes efficient delivery of quality health care through the use of health information technology, transparency regarding health care quality and price, and incentives to promote the widespread adoption of health information technology and quality of care. Accordingly, all grantees that electronically exchange patient level health information to external entities where national standards exist must:
 - a) Use recognized health information interoperability standards at the time of any HIT system update, acquisition, or implementation, in all relevant information technology systems supported, in whole or in part, through this agreement/contract. Please consult <http://www.hhs.gov/healthit> for more information, and

- b) Use 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 Jim.Kretz@samhsa.hhs.gov ; Kathryn Wetherby at 240-276-2899 or Kathryn.Wetherby@samhsa.hhs.gov . Questions and issues may be raised on SAMHSA's HIT Forum at <http://cmhbbs.samhsa.gov/>.
- 24) By signing the Application for Federal Assistance (SF-424) Item #21, the Authorized Representative (AR) certifies (1) to the statements contained in the list of certifications and (2) provides the required assurances and checking the "I AGREE" box provides SAMHSA with the AR's agreement of compliance. It is not necessary to submit signed copies of these documents, but should be retained for your records. Assurance and Certification pages can be located at the following link: <http://www.samhsa.gov/Grants/ApplicationKit.aspx> or contained within the Request for Applications (RFA).

REPORTING REQUIREMENTS:

- 1) Federal Financial Report (FFR) – (Standard Form 425) is required on an annual basis and must be submitted no later than 90 days after the end of the budget period.
 - a) SINGLE GRANT REPORTING IS REQUIRED FOR EACH SAMHSA PROJECT AS STATED ON THE FFR (#10 d-o). Do not include any amount in Line 10f that has been reported in Line 10e. If applicable, include the required match on this form under Recipient Share (#10 i-k) and Program Income (l-o) in order for SAMHSA to determine whether matching is being provided and the rate of expenditure is appropriate. Adjustments to the award amount, if necessary, will be made if the grantee fails to meet the match.
 - b) The FFR must be prepared on a cumulative basis and all program income must be reported.
 - c) If your organization intends to automatically carryover an unobligated balance of funds from the prior year(s) up to 10 percent of the federal share as reflected in the current Notice of Award, it must be stated in the Remarks section (#12) of the FFR. The subsequent FFR must reflect the actual carryover amount in the Remarks section (#12) also. If the actual carryover amount exceeds the 10 percent threshold, the excess grant funds must be returned. SAMHSA reserves the right to change and/or suspend the practice of permitting grantees to automatically carryover unobligated balances of funds without prior approval.
 - d) When submitting the FFR to SAMHSA, the amounts reported under Transactions (#10 a-c) to the (DPM), must equal or be reconciled with the Federal Expenditures and Unobligated Balance reported in (#10d-h). The FFR may be accessed from the following website at http://www.whitehouse.gov/omb/grants_forms including instructions. The

data can be entered directly on the form and the system will calculate the figures, then it can be printed and mailed to this office.

- 2) Submission of a Programmatic (annual, semi-annual or quarterly) Report is due no later than the dates (i.e., January 1, 2014, January 1, 2015, etc.) as follows:

1st Report - , XXXX
2nd Report - , XXXX
3rd Report - , XXXX
4th Report - , XXXX

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

4) Audit requirements for Federal award recipients are detailed at http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf. Specifically, non-Federal entities that expend a total of \$500,000 or more in Federal awards, during each Fiscal Year, are required to have an audit completed in accordance with OMB Circular A-133. The Circular defines Federal awards as Federal financial assistance (grants) and Federal cost-reimbursement (contracts) received both directly from a Federal awarding agency as well as indirectly from a pass-through entity and requires entities submit, to the Federal Audit Clearinghouse (FAC), a completed Data Collection Form (SF-SAC) along with the Audit Report, within the earlier of 30 days after receipt of the report or 9 months after the fiscal year end.

The Data Collection Forms and Audit Reports MUST be submitted to the FAC electronically at <http://harvester.census.gov/fac/collect/ddeindex.html> . For questions and information concerning the submission process, please visit <http://harvester.census.gov/sac/> or call the FAC 1-800-253-0696.

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

All previous terms and conditions remain in effect until specifically approved and removed by the Grants Management Officer.

All responses to special terms and conditions of award and postaward requests must be electronically mailed to the Division of Grants Management Specialist and to the Government Program Official as identified on your Notice of Award.

It is essential that the Grant Number be included in the SUBJECT line of the email.