

Fulton County, Georgia
Department of Behavioral Health and Developmental Disabilities
United States Department of Health and Human Services FY 23 Substance Abuse and Mental Health
Services Administration (SAMHSA) Grant

SAMHSA Grant SUBRECIPIENT AWARD

GRANT NUMBER: 2023- H79SM89493

THIS AGREEMENT (“Agreement”), entered into this ____ day of October, 2025, by and between Fulton County (hereinafter referred to as "County") a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (“BOC”), and **Applied Research Services, Inc. (ARS)** (hereinafter referred to as “Contractor” or “Subrecipient”).

W I T N E S S E T H:

WHEREAS, the County, on behalf of Fulton County Department of Behavioral Health & Developmental Disabilities, as the recipient of the United States Department of Health and Human Services FY 2023 Substance Abuse and Mental Health Services Administration (SAMHSA) Grant Award, through the Chairman of the Board of Commissioners of Fulton County (BOC), has been awarded grant funds initially approved by the BOC on July 12, 2023 (Agenda Item# 23-0441 – Ratification of the June 2023 Grants Activity Report) to provide Behavioral Health supportive services for diverted youth, as part of the granted FY2023-2024 - SAMHSA FY 2023 Behavioral Health Partnership for Early Diversion of Youth SM-23-012, hereinafter, referred to as the “Project”; and

WHEREAS, the County, has recommended funding to **ARS** to facilitate the approved program for a total not to exceed **\$35,935.00**, each grant year for the grant project period of 9/30/2023 through 9/29/2028 subject to the availability of federal funding; and

WHEREAS, Contractor has represented to the County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties hereunto agree as follows:

1. The Subrecipient acknowledges and agrees that the Special Conditions and other requirements attached hereto as Attachment “A” are a material part of this Agreement and are incorporated as part of the Agreement as if fully set forth herein.
2. Non-compliance of any of the Special Conditions contained within this document, by the authorized official, project officials and/or employees of this grant, may result in a recommendation by DBHDD that the award be suspended or terminated.

3. Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

The United States Department of Health and Human Services (USDHHS), through its Center for Mental Health Services, has been delegated the responsibility for ensuring that recipients of federal financial assistance from the USDHHS are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance.

CONTRACTOR SERVICES

Paragraph 1. The County retains Contractor and Contractor accepts retention by the County to render services, with all such services to be performed in the manner and to the extent required by the parties herein and as may hereafter be amended or extended in writing by mutual agreement of parties and as allowed in accordance with all applicable laws and/or regulations.

Paragraph 1.1. Contractor represents and the County acknowledges that **Applied Research Services, Inc.** shall render the services defined and required herein.

Paragraph 1.2. Contractor represents that **Kevin Baldwin** is authorized to bind and enter into this Agreement on behalf of Contractor. Contractor shall immediately notify the County in writing of any change in its authorized representative and to provide the name of the new authorized representative in writing.

Paragraph 1.3. Contractor shall not enter into any sub-contractual agreements for the provision of services defined and required herein without the expressed written approval of the County in advance.

MODIFICATIONS

Paragraph 2. No amendment to this Agreement shall be binding upon the parties unless the same is in writing, approved by the Board of Commissioners and the Contractor's duly authorized representative noted in Paragraph 1.2.

Paragraph 2.2. No modification to the operational matters set forth in this Agreement shall be binding upon the parties unless the same is in writing, approved by the Director of Fulton DBHDD or her designee and the Contractor's duly authorized fiscal designee and programmatic designee.

REPORTING REQUIREMENTS

Paragraph 3.1. Contractor agrees to track and provide data for tracking all individuals who receive services supported by SAMHSA Grant funds. In order to comply with the participation requirements, including reporting of all required variables for Fulton County DBHDD. Contractors will obtain a release of information from each of the treatment providers to adhere to HIPPA Guidelines.

Client data reports must be consistent with eligibility requirements specified by County, which demonstrates eligible clients are receiving allowable services.

Contractor must submit a plan and timeline for correcting errors, warnings, or alerts and an explanation for those which cannot/should not be corrected.

Paragraph 3.2. Contractor agrees to provide monthly expenditure and quarterly programmatic reports as described and requested by County to document progress toward implementation of the approved program activities and services in accordance with the requirements of the Fulton County DBHDD and other applicable regulations.

Paragraph 3.3. Contractor agrees to maintain and submit the necessary supporting documentation to verify the cost recorded in a monthly Cumulative Contract Expenditure Report.

Paragraph 3.4. Contractor(s) agree(s) that during the period of the Contract, it will participate, as requested by the County, in efforts to develop a standard approach and data set to address the data information requirements described below:

- Identifiers (e.g., first, last, middle names; Date of Birth; State Identification Number if available)
- Demographics (e.g., race, ethnicity, sex, marital status, years of education, employment status)
- Key dates (e.g., date of referral, date of intake, dates of service provision, date services ended)
- Type(s) of services provided (e.g., individual therapy, group therapy, psychoeducational groups, housing assistance, job training, assistance with benefits)
- Duration of services provided (e.g., start and end dates, dates of all contacts with clients)
- Discharge status (e.g., completion status - successful completion, did not complete and why)

ARS will have access to project data and will be responsible for creating and maintaining an individual-level program dataset that provides a chronological record of each participant's progression through the program. It will work closely with relevant stakeholder groups to understand and use data for planning and intervention purposes, determine barriers to diversion and service utilization, and craft appropriate, responsive, and effective solutions. The ARS team will compile process and performance data for the Project Coordinator to complete quarterly Performance Measurement Tool (PMT) reports and semiannual goals and objectives progress reports to USDHHS. The Project Coordinator will create a monthly data tracking spreadsheet to facilitate quarterly and semiannual reporting, and will enter data on the partnership activities, training, and technical assistance. Once the data is finalized and approved by ARS, the Project Coordinator will complete and upload the report to the Grants Management System. Data sources will include law enforcement, the jails, prosecutors, service providers, county-wide overdose statistics from the Fulton County Medical Examiner, partner collaboration observations, and interviews with participants and partners. ARS will work with the core partners and representative stakeholder groups to secure data to identify and track project participants. ARS will help create data sharing agreements to collect diversion data from respective sources that comply with IRB requirements, HIPAA regulations, and other protocols to protect client confidentiality and personally

identifying information. At each partner meeting, the agenda will include time allotted to identify and discuss barriers to accessing data. ARS already has access to the state criminal history repository as well as data from the Georgia Department of Corrections and Georgia Department of Community Supervision.

Paragraph 3.5. Contractor agrees that it will participate in the Planning Council Evaluations Committee's survey to assess the effectiveness of the administrative mechanisms. Surveys shall be completed by the fiscal designee and the programmatic designee. Survey responses shall be submitted prior to the deadline specified by the Evaluations Committee.

COMPENSATION FOR SERVICES/ TERM

Paragraph 4. Subject to the availability and disbursement of federal funds, the approved services described herein shall be performed by Contractor for an allocation of SAMHSA funds, in an amount not to exceed **\$35,935.00**, each grant year for the five (5) year grant project period of 9/30/2023 through 9/29/2028, subject to the availability of federal funding. The actual amount awarded to the Contractor at any one time shall equal the total amount of the purchase order(s) issued.

Paragraph 4.2. Contractor shall provide County with projected spending plans detailed in a Budget Spend Plan and attached hereto.

Paragraph 4.3. The Budget Spend Plan attached to this Agreement is a complete, approved budget for expenditures of all SAMHSA funds awarded pursuant to this Agreement and may hereafter be amended or extended in writing by mutual agreement of parties prior to expenditure of funds.

Paragraph 4.4 Contractor shall use the SAMHSA funding only for the following:

- Expand access for people who are criminal justice system-involved by referring them to substance use treatment, recovery housing, and supportive service providers
- Provide quarterly trainings to police officers and prosecutors on principles of harm reduction and how to identify and divert priority candidates for PAD referrals
- Provide diversion services, care navigation, and service placement to 50 unique individuals in Year 1 and 100 unique individuals in Years 2 and 3 (250 total during grant period)
- Provide eligible low-income project participants with recovery and transitional housing for up to 24 months
- Provide client assistance funds for transportation and cell phones, averaging \$150/participant

Funds CANNOT be used for:

- Prizes, rewards, entertainment, trinkets, or any other monetary incentives
- Client stipends
- Gift cards
- Purchase vehicles
- Food and beverages

Paragraph 4.5. Except as otherwise provided for in this Agreement, County will, within thirty (30) calendar days transmit (by posting in U.S. Mail) or appropriately approved electronic funds transfer (EFT) Contractor payments called for under this Agreement after receipt of a correct monthly Cumulative Contract Expenditure Report, required documentation and the electronic spreadsheet which are within the approved budget and

provided that Contractor is not currently in default under any of the terms of this Agreement. Contractor agrees that reimbursement requested under the terms of this Contract shall be made based upon actual expenditures incurred and not upon budgeted amounts.

Paragraph 4.6. If, in the County's opinion, the Contractor fails to provide all necessary and appropriate documentation required pursuant to this Agreement, as identified to the Contractor by the County, the County shall have the authority to delay the processing and payment of any or all SAMHSA funds until such documentation has been satisfactorily submitted.

Paragraph 4.7. If, in the County's opinion, the Contractor submits inaccurate expenditure requests (e.g., line-item requests which exceed the approved amount, line-item requests for items which have not been approved, etc.), the County shall have the authority to delay the processing of any or all SAMHSA payments until such time that the errors have been corrected.

Paragraph 4.8. The budget total may not be exceeded; however, a plus or minus deviation of 10% within budget categories (i.e. personnel, supplies) is authorized.

Paragraph 4.9. TERM. The Agreement is effective upon execution by all parties, and shall run through September 29, 2028, unless earlier terminated upon written notice. The payment period for eligibility for payments from the grant utilized in funding this Agreement is effective for the duration of the grant project period of September 30, 2023 through September 29, 2028, subject to the availability of federal funding, but shall not extend beyond September 29, 2028.

ACCURACY OF WORK

Paragraph 5. Contractor shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Contractor of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Contractor shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Contractor. Contractor shall give immediate attention to these changes so there will be a minimum of delay to others.

REVIEW OF WORK

Paragraph 6. Authorized representatives of County may at all reasonable times review and inspect project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Contractor, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Contractor of its professional obligation to correct, at its expense, any of its errors in work.

Paragraph 6.1. County may request at any time and Contractor shall produce progress reports or copies of any work as performed under this Agreement. Refusal by Contractor to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to Contractor until Contractor complies with County's request in this regard. County's review recommendations shall be incorporated into the reports by Contractor.

Paragraph 6.2. Contractor agrees to participate in site visits/programmatic reviews conducted by the County Staff. Contractor agrees to ensure that programmatic and fiscal designees and other appropriate staff as requested by the County are in attendance at all site visits and that all requested documentation is provided including descriptions of accounts payable systems and policies. Unannounced site visits may also be conducted by the County when the County deems appropriate. Contractor must provide access to appropriate and applicable files, policy manuals, records, staff members, etc. as requested by the County.

Paragraph 6.3. Contractor agrees to participate in Title VI site visits/programmatic reviews conducted by the County Staff including the Fulton County's Office of the County Auditor. Contractor agrees to ensure that agency's Title VI Coordinator and other appropriate staff as requested by the County are in attendance at all site visits and that all requested documentation is provided. Contractor must provide access to appropriate and applicable files, policy manuals, records, staff members, etc. as requested by the County. Site visit shall include, but not be limited to, examination of evidence of: Bilingual Staff; Telephone Interpretation; Volunteer Interpreters; Use of "I Speak Cards"; Language Identification Posters or Flashcards; and, Translating Vital Documents.

[Signatures On Following Pages]

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals this the _____ day of _____, 2024.

FULTON COUNTY, GEORGIA

Approved:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Attest:

Tonya R. Grier
Clerk to the Commission (Seal)

Approved as to Content:

LaTrina Foster, LPC, Director
Fulton County BHDD

Approved as to Form:

Office of the County Attorney

APPLIED RESEARCH SERVICES, INC.

Approved:

Kevin Baldwin, Senior Researcher and Principal

Attest:

ATTACHMENT “A”

SPECIAL CONDITIONS

Please be advised that failure to comply with any of the following Special Conditions and Fiscal Year 2023 Award Standard Terms will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the County.

1. Acceptance of the Terms of an Award

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.

Certification Statement: 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 condition 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, 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 Notice of Funding Opportunity (NOFO), or the Notice of Award (NoA).

2. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards

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 \(CFR\) § 200](#) as codified by [HHS at 45 CFR § 75](#).

3. Award Expectations

The eligibility and program requirements originally outlined in the NOFO 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 NOFO 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).

4. Flow down of requirements to sub-recipients

The recipient, 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. Future Spending

As indicated in the NoA, recommended future support reflects total costs (direct plus indirect). Funding is subject to the availability of Federal funds, satisfactory progress and continued funding is in the best interest of the Federal government.

6. Non-Supplant

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. Unallowable Costs

All costs incurred prior to the award issue date and costs not consistent with the funding opportunity, [45 CFR § 75](#), and the [HHS Grants Policy Statement](#), are not allowable under this award.

8. Conflicts of Interest Policy

Consistent with [45 CFR § 75.112](#), 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:

- address conditions under which outside activities, relationships, or financial interest are proper or improper;
- provide for advance disclosure of outside activities, relationships, or financial interest to a responsible organizational official;
- include a process for notification and review by the responsible official of potential or actual violations of the standards; and
- specify the nature of penalties that may be imposed for violations.

9. 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, refer to Part II of the [HHS Grants Policy Statement](#).

10. Carryover - Expanded Authority for Unobligated Balances from One Budget Period to Any Subsequent Budget Period

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 § 75.308 \(d\)\(3\)](#), SAMHSA has extended expanded authority to recipients requesting carryover of unobligated balances (UOB) up to 25% or less of the current budget period (year when the funds are needed) provided that recipients are not on drawdown restriction.

Recipients requesting a carryover greater than 25% of the current budget period award cannot exercise this expanded authority.

Recipients who exercise expanded authority may include an Intent to Carryover statement in the Remarks section (box 12) of the annual Federal Financial Report (FFR).

Expanded authority may be overridden by other special terms or conditions of the award. Recipients must carefully review the Notice of Award 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.

Additional Guidance: <https://www.samhsa.gov/grants/grants-management/post-award-amendments#carryover>

11. Marijuana Restriction

SAMHSA grant funds may not be used to purchase, prescribe, or provide marijuana or treatment using marijuana. See, e.g., [45 CFR § 75.300\(a\)](#) (requiring HHS to ensure that Federal funding is expended in full accordance with U.S. statutory and public policy requirements); 21

U.S.C. 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana).

12. 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 re- budget 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 § 75](#), as applicable.

Items that require prior approval (i.e., formal written approval) from the GMO, as indicated in either [45 CFR § 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 an amended NoA signed by the GMO is considered valid. Verbal authorization is not approval and is not binding on SAMHSA. Recipients who proceed do so at their own risk.

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 is listed in the [HHS Grants Policy Statement](#) under Exhibit 5, Page II-49.

SAMHSA instructions regarding requests for prior approval are available at: <https://www.samhsa.gov/grants/grants-management/post-award-amendments>

13. Executive Pay

The Consolidated Appropriations Act, 2023 (Public Law No: 117-328), signed into law on December 29, 2022, restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale.

Effective January 1, 2023, the salary limitation for Executive Level II is \$212,100.

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 re-budget to accommodate the current Executive Level II salary level. However, no additional funds will be provided to these grant awards.

14. Promotional Items

SAMHSA grant funds may not be used for Promotional Items. Promotional items include but are not limited to clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags.

HHS Policy on the Use of Appropriated Funds for Promotional Items:

<https://www.hhs.gov/grants/contracts/contract-policies-regulations/spending-on-promotional-items/index.html>

15. Universal Identifier and SAM Requirements

This award is subject to requirements as set forth in [2 CFR § 25](#) – Universal Identifier and System of Award Management (SAM) Requirements.

A. Requirement for System of Award Management

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.

B. Requirement for unique entity identifier if you are authorized (reference project description) to make subawards under this award, you:

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
2. May not make a subaward to an entity, unless the entity has provided its unique entity identifier to you.

C. Definitions.

For purposes of this award term:

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 on SAM registration procedures may be found at: <https://www.sam.gov>.
2. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.
3. Entity, as it is used in this award term, means all of the following, as defined at [2 CFR § 25, subpart D](#):
 - A governmental organization, which is a state, local government, or Indian Tribe;
 - A foreign public entity;
 - A domestic or foreign nonprofit organization;
 - A domestic or foreign for-profit organization; and
 - A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

- 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;
- 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 § 200.1](#) and [2 CFR § 200.331](#)).
- A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

- receives a subaward from you under this award; and
- is accountable to you for the use of the Federal funds provided by the subaward.

16. Financial Accountability and Transparency Act (FFATA)

The [Federal Funding Accountability and Transparency Act](#) (FFATA) was signed on September 26, 2006. The [FFATA Subaward Reporting System](#) (FSRS) is the reporting tool federal prime awardees (i.e. prime contractors and prime grants recipients) must use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime contract awardees must report against sub-contracts awarded. Prime grant awardees will report against sub-grants awarded. The sub-award information you enter in FSRS will display on [USASpending.gov](#) associated with the prime award.

17. SAM.gov Responsibility Qualification (R/Q) – Recipient Integrity and Performance

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 (formerly the Federal Awardee Performance and Integrity Information System ([FAPIIS](#)) now called Responsibility/Qualification (R/Q) on SAM.gov 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:

- Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- Reached its final disposition during the most recent five-year period; and
- If one of the following:
 - A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - 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;
 - 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

- Any other criminal, civil, or administrative proceeding if:
 - It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - It had a different disposition arrived at by consent or compromise with an acknowledgement of fault on your part; and
 - 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:

- 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.

- 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.
- Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - The value of all expected funding increments under a Federal award and options, even if not yet exercised

[\[2 CFR Appendix XII to Part 200 - Award Term and Condition for Recipient Integrity and Performance Matters\]](#)

18. Acknowledgement of Federal Funding in communications and contracting

For each publication that results from HHS grant-supported activities, recipients must include an acknowledgment of grant support using one of the following statements:

“This publication was made possible by Grant Number _____ from _____.”

“The project described was supported by Grant Number _____ from _____.”

Recipients also must include a disclaimer stating the following:

“Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the [SAMHSA].”

If the recipient plans to issue a press release concerning the outcome of HHS grant-supported activities, it should notify SAMHSA in advance to allow for coordination. One copy of each publication resulting from work performed under an HHS grant-supported project must accompany the annual or final progress report submitted to SAMHSA.

19. Acknowledgement of Federal Funding at Conferences and Meetings

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 awarding agency may authorize exceptions where appropriate for programs including Indian tribes, children, and the elderly. See also [45 CFR §§75.438, 75.456, 75.474, and 75.475](#).

Disclaimer for Conference/Meeting/Seminar Materials: If a conference/meeting/seminar is funded by a grant, cooperative agreement, sub-grant and/or a contract, the recipient must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

“Funding for this conference was made possible (in part) by 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 the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.”

20. Rights in Data and Publications

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](#).

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.

21. Mandatory Disclosures

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:

U.S. Department of Health and Human Services

Office of Inspector General ATTN: Mandatory Grant Disclosures, Intake Coordinator 330 Independence Avenue, SW, Cohen Building, Room 5527, Washington, DC 20201

Fax: (202) 205-0604 (Include “Mandatory Grant Disclosures” in subject line) or email:

MandatoryGranteeDisclosures@oig.hhs.gov

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 §§ 180 & 376](#) and [31 U.S.C. 3321](#)).

22. Lobbying Restrictions

Per [45 CFR §75.215](#), Recipients are subject to the restrictions on lobbying as set forth in [45 CFR § 93](#).

Lobbying with appropriated moneys, [U.S. Code 18 § 1913 \(2021\)](#), 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.

Violations of this section shall constitute as a violation of section 1352 (a) of Title 31.

23. Drug-Free Workplace

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. You as the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 382, which adopts the Governmentwide implementation ([2 CFR §182](#)) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707). By signing the application, the AOR agrees that the recipient will

provide a drug-free workplace and will comply with the requirement to notify SAMHSA 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 § 182](#); HHS implementing regulations are set forth in [2 CFR § 382.400](#).

24. Civil Right Laws that prohibit discrimination

You must administer your project in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age and, in some circumstances, religion, conscience, and sex (including gender identity, sexual orientation, and pregnancy). This includes taking reasonable steps to provide meaningful access to persons with limited English proficiency and providing programs that are accessible to and usable by persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. See <https://www.hhs.gov/civil-rights/for-providers/provider-obligations/index.html> and <https://www.hhs.gov/civil-rights/for-individuals/nondiscrimination/index.html>.

- You must take reasonable steps to ensure that your project provides meaningful access to persons with limited English proficiency. For guidance on meeting your legal obligation to take reasonable steps to ensure meaningful access to your programs or activities by limited English proficient individuals, see <https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/fact-sheet-guidance/index.html> and <https://www.lep.gov>.
- For information on your specific legal obligations for serving qualified individuals with disabilities, including providing program access, reasonable modifications, and taking appropriate steps to provide effective communication, see <http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>.
- HHS funded health and education programs must be administered in an environment free of sexual harassment, see <https://www.hhs.gov/civil-rights/for-individuals/sex-discrimination/index.html>.
- For guidance on administering your project in compliance with applicable federal religious nondiscrimination laws and applicable federal conscience protection and associated anti-discrimination laws, see <https://www.hhs.gov/conscience/conscience-protections/index.html> and <https://www.hhs.gov/conscience/religious-freedom/index.html>.

25. Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(G)), as amended, and [2 CFR § 175](#)

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:

- Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- Procure a commercial sex act during the period of time that the award is in effect; or,
- Use forced labor in the performance of the award or subawards under the award. The text

of the full award term is available at [2 CFR § 175.15\(b\)](#).

26. Confidentiality of Alcohol and Drug Abuse Patient Records

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 § 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.

27. Healthy People 2020

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: <http://www.healthypeople.gov/>

28. Accessibility Provisions

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.

The HHS Office for Civil Rights also provides guidance on complying with civil rights laws enforced by HHS. Please see: <http://www.hhs.gov/ocr/civilrights/understanding/section1557/index.html>.

Recipients of FFA also have specific legal obligations for serving qualified individuals with disabilities. Please see- <http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>. Please contact the HHS Office for Civil Rights for more information about obligations and prohibitions under Federal civil rights laws at <https://www.hhs.gov/civil-rights/index.html> or call 1-800-368-1019 or TDD 1-800-537-7697.

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 <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6>.

29. Data Collection and Performance Measurement

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 NOFO and are required to submit data via SAMHSA's data-entry and reporting system.

Please contact your Government Program Official for additional submission information.

30. Legislative Mandates

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 <https://www.congress.gov/bill/115th-congress/house-bill/6157/text?Format=txt>.

31. Executive Order 13410: Promoting Quality and Efficient Health Care in Federal Government Administered or Sponsored Health Care Programs

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:

- 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 www.healthit.gov for more information, and
- 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.

32. Audits

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](#). Guidance on determining Federal awards expended is provided in [45 CFR §75.502](#).

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.

For specific questions and information concerning the submission process:

- Visit the Federal Audit Clearinghouse at <https://harvester.census.gov/facweb>
- Call FAC at the toll-free number: (800) 253-0696

33. Ad Hoc Submissions

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:

- Payroll

- Purchase orders
- Contract documentation
- Proof of project implementation

34. Submitting Responses to Conditions and Reporting Requirements

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.

35. Risk Assessment

SAMHSA may perform an administrative review of your organization's financial management system. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with [45 CFR § 75/2 CFR § 200](#), as applicable. The restriction will affect your organization's ability to withdraw funds from the Payment Management Services account, until the concerns are addressed.

36. 120-day Reconciliation and Liquidation Period

In accordance with [2 CFR § 200.344](#), recipients must liquidate all obligations incurred under an award not later than one hundred and twenty (120) days after the end of award's obligation and expenditure period (i.e., the project period). After one hundred and twenty (120) days, letter of credit accounts are locked. SAMHSA does not approve extensions to the one hundred and twenty (120) day post-award reconciliation/liquidation period. Therefore, recipients are expected to complete all work and reporting within the approved project period and the aforementioned 120-day post-award reconciliation/liquidation period. Recipients (late) withdrawal requests occurring after the aforementioned periods will be denied.

37. Cancel Year

[31 U.S.C. 1552\(a\)](#) Procedure for Appropriation Accounts Available for Definite Periods states the following: On September 30th of the 5th fiscal year after the period of availability for obligation of a fixed appropriation account ends, the account shall be closed and any remaining balances (whether obligated or unobligated) in the account shall be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

38. Termination

Termination [\(45 CFR § 75.372\)](#) applies to this award and states, in part, the following:

This award may be terminated in whole or in part:

- By the HHS awarding agency (SAMHSA) or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
- By the HHS awarding agency (SAMHSA) or pass-through entity for cause;
- By the HHS awarding agency (SAMHSA) or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- By the non-Federal entity upon sending to the HHS awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the HHS awarding agency or pass-through entity may terminate the Federal award in its entirety.

39. Prohibition on certain tele-communications and video surveillance services or equipment

As described in [2 CFR § 200.216](#), recipients and subrecipients are prohibited to obligate or spend grant funds (to include direct and indirect expenditures as well as cost share and program) to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115- 232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.