

CONTRACT
by and between
COUNTY OF CUYAHOGA, OHIO
on behalf of
CUYAHOGA COUNTY COURT OF COMMON PLEAS /
CUYAHOGA COUNTY CORRECTIONS PLANNING BOARD
and
CASE WESTERN RESERVE UNIVERSITY

This Contract made and entered into this ____ day of _____, 2012 by and between the County of Cuyahoga, Ohio (the "County"), on behalf of the Cuyahoga County Common Pleas Court and the Cuyahoga County Corrections Planning Board (the "Court") and Case Western Reserve University a private university with principal offices located at 10900 Euclid Avenue, Nord 6th Floor, Cleveland, Ohio 44106, (the "Provider").

WHEREAS, pursuant to the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA), Adult Treatment Drug Courts Grant Award, the Federal Government, through its Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA), has approved the use of funds to address problems of recurring substance abuse and recidivism in non-violent, substance-abusing adult offenders in the County of Cuyahoga and;

WHEREAS, the Federal Government through its Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, has provided grant funds for implementation of the "Cuyahoga County Court of Common Pleas Enhanced Opiate Dependency Services" Project.

WHEREAS, the SAMHSA funds were awarded to the COUNTY, for the Court, and on behalf of Case Western Reserve University and the following documents consisting of Attachments I, II and III and Exhibit A are incorporated herein as part of this Contract:

- Section F. Contract Budget Detail and Narrative (Attachment I)
- SAMHSA Grants Standard Terms of Award (Attachment II)
- Health and Human Services Grants Policy Statement (Attachment III)
- Monthly Financial Report Form (Exhibit A)

WHEREAS, it is necessary that the COUNTY and the PROVIDER enter into a contract in order to carry out the services of the program.

NOW, THEREFORE, the parties hereby agree as follows:

I. SCOPE OF SERVICES

The PROVIDER will provide all services for the "Cuyahoga County Common Pleas Court Felony Drug Court" project as set forth in the budget detail and narrative, attached hereto and incorporated by reference herein as Attachment I, during the period from 09/30/2011 through 09/29/2014, or as adjusted by approved formal request of a grant period change, program modification, or grant extension. Any changes in approved staff positions, program focus, or deviations from the original application must be set forth in writing and approved by the COUNTY prior to implementation. Turnover within staff positions and their replacement should be reported in writing to the COUNTY.

II. COMPENSATION

A. REIMBURSEMENT

The COUNTY shall reimburse the PROVIDER for allowable expenses incurred in providing the above services, wholly out of funds granted by the Federal and/or State Government for the program. In no event shall compensation exceed One Hundred Ninety Five Thousand Dollars and Zero Cents (\$195,000.00). The SAMHSA grant was awarded to include three installments to be provided in year one, two and three of the grant project period contingent upon the completion of project target goals. The approved amounts specified in the grant award that is targeted for the Provider is as follows: \$65,000.00 in the first year's award cycle (9/30/2011 through 9/29/2012 as reflected in this agreement), \$65,000.00 for the second year's award cycle, (9/30/2012 through 9/29/2013), funding for the second year may also include any carry-over funding remaining from the first year of the contract as allowed by grantor, and \$65,000.00 in the third year's award cycle (9/30/2013 through 9/29/2014).

Funding for the third year may also include any carry-over funding remaining from the first/and or second year of the contract as allowed by grantor.

III. METHOD OF PAYMENT

The COUNTY shall make payment to the PROVIDER on the basis of the approved Program Budget as set forth in Attachment I. Invoices shall reflect the expenditures reported in the Monthly Financial Report Form (Exhibit A) required in Section VI of this CONTRACT. Monthly Financial Reporting will be required during the grant period. Reimbursement for expenditures shall be made within Forty Five (45) days after receipt by the COUNTY of a financial report detailing expenses incurred, provided that the funds for the project have been deposited with the COUNTY. In no event shall any expenditure by the PROVIDER be reimbursed unless said expenditure is included in the schedule of expenses and proper documentation attached. The COUNTY may withhold reimbursements if the PROVIDER has been found and notified of non-compliance status with Federal, State and/or COUNTY requirements, regulations and conditions.

IV. GRANT CONDITIONS

The PROVIDER shall comply with all special and standard grant conditions as set forth in the SAMHSA Grants Standard Terms of Award (Attachment II) and Health and Human Services Grants Policy Statement (Attachment III) which was part of the application packet and set forth additional grant conditions. These documents are incorporated by reference and made part of this contract.

V. AUDITS

A. AUDITS

The COUNTY and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of any books, papers, program site, staff, clients, and records of the PROVIDER that are pertinent to the subject grant. The COUNTY shall provide the PROVIDER with three (3) days advance written notice of intent to audit.

B. FINAL AUDITS

Final audits of criminal justice projects shall be made by the Auditor of the State at each level of local government in accordance with standard time schedules. Preliminary audits may be made by the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA), or its duly authorized representative.

The PROVIDER agrees to cooperate with Federal, State, and local auditing requirements and comply with standards, procedures, and reasonable schedules whether the audit be general, full scope, financial, compliance, performance, total entity, or other, in accordance with Federal GAO reporting standards, and the applicable requirements of Federal OMB circular A-133 as implemented by 45 CFR 74.26 and 92.26 and as detailed in the SAMHSA Standard Terms of Award (Attachment I) and Health and Human Services Grants Policy Statement (Attachment III).

The PROVIDER is liable to the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA), for the return of all unspent awarded funds or disallowed expenditure as a result of the audit.

VI. REPORTING REQUIREMENTS

A. FINANCIAL REPORTS

The PROVIDER shall furnish to the COUNTY by the tenth (10th) day after the end of each month, a Monthly Financial Report Form (Exhibit A) accompanied with back-up documentation describing expenditure of funds. The Monthly Financial Report Form is attached hereto and incorporated by reference herein as Exhibit A.

VII. NOTICES

Any reports, notices, invoices, or communications required in this Contract shall be sufficient if sent by the parties via United States Mail, postage paid to the address noted below:

COUNTY: Maria Nemec
Corrections Planning Board Administrator
Corrections Planning Board
1276 West Third Street, Suite 700
Cleveland, OH 44113

PROVIDER:
Case Western Reserve University
Nord, 6th Floor
10900 Euclid Avenue,
Cleveland, Ohio 44106

or at such other address as the COUNTY may have designated by written notice to the PROVIDER.

VIII. TERMINATION

A. CANCELLATION

This CONTRACT shall terminate on the date stated in Section X or after reasonable notice and opportunity to correct any substantial breach of this CONTRACT. In addition, should the SAMHSA disapprove the grant award, or for any reason reduce or discontinue the grant of funds thereby causing the COUNTY to receive a lesser amount of funds than that specified herein and contemplated by this CONTRACT then the COUNTY reserves the right to reduce or cancel this CONTRACT.

B. VIOLATION

This contract may be terminated for failure to meet the terms of this contract or the failure of the program to meet its stated objectives. The COUNTY will set forth in writing the

violation(s) and will state the corrective actions required. The failure to implement the corrective action(s) may cause reimbursement to be delayed, and/or the termination of the program.

C. CONDITIONS

The implementing provider has the right to request an extension of time that modifies the original time period of this project provided funds are not expended within the designed time period of this contract and upon approval by the SAMHSA.

The county shall amend the time period provided a request for same is received sixty (60) days prior to the end of this contract of financial reporting by the implementing provider infers same. An extension shall be granted by the county on a project need basis until the expiration of the amended grant award period.

IX. APPEAL

The PROVIDER may request a budget revision, grant period change, program modification, or grant extension, provided such written requests are:

- A. in the proper format, and
- B. submitted 60 days prior to the expiration of this contract for project period extensions and 30 days prior for other modifications.

The COUNTY may approve or disapprove the request, and will render a decision in writing. Should the County deny a budget revision, grant period change, program modification, or grant extension, this denial will be final.

X. TERM

This contract will enter into effect as of **09/30/2011**, and unless sooner terminated for cause, will terminate on **09/29/2014**, or as provided in "I. Scope of Services."

XI. CUYAHOGA COUNTY HELD HARMLESS

The PROVIDER agrees to indemnify and hold harmless (and at the COUNTY'S request, defend) Cuyahoga County and its employees and elected officials (each of which persons and organizations is hereinafter called an "indemnatee") from and against any and all claims, loss, damages, liability, costs, expense, judgment or obligation whatsoever, for or in connection with

injury (including death) or damage to any person or property to the extent resulting from PROVIDER'S negligent performance or PROVIDER'S negligent failure to perform obligations hereunder applies without limitation to injury or damage to third parties and Cuyahoga County and its respective property. The COUNTY will defend, indemnify and hold the PROVIDER harmless from any claim, suit, loss, cost, damage, liability or expense arising out of COUNTY's performance or actions under this Agreement, the COUNTY's use of any information, results, or Deliverables, PROVIDER's use of COUNTY Resources for the purposes provided by COUNTY, and/or claims by or relating to COUNTY Staff. Such defense will be conducted by attorneys reasonably acceptable to both parties. This obligation shall survive termination of the Agreement.

XII. NON-DISCRIMINATION

The PROVIDER agrees to provide the program services without discrimination on account of race, sex, color, religion, national origin, age, occupation, physical or mental disability or veteran status, to the extent required by law. The parties agree that discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations, are incorporated herein to the extent binding upon the PROVIDER.

XIII ELECTRONIC TRANSACTIONS

By entering into this CONTRACT, the Provider agrees on behalf of the contracting or submitting business entity, its officers, employees, subcontractors, sub grantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the county to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. The Provider also agrees on behalf of the aforementioned entities and persons, to be bound by the provisions of chapters 304 and 1306 of the Ohio Revised Code as they

pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

XIV COMPLIANCE WITH THE LAW

The PROVIDER agrees to provide the services of the Program in compliance with all applicable Federal, State and County laws, rules, regulations and ordinances.

XV. ENTIRE CONTRACT

This contract constitutes the full and complete expression of the contract between the parties and supercedes any prior or contemporaneous oral or written contracts. This contract shall not be amended except by written instrument signed by both parties.

IN WITNESS WHEREOF, the COUNTY and PROVIDER have executed and delivered this Contract as of the date first above written.

Case Western Reserve University

BY:

Diane Domanovics

Print Name and Title:

Diane Domanovics, Asst VP for Research

BY:

John Sideras
10-30-12

Print Name and Title:

John Sideras, Senior VP for Finance & CFO

County of Cuyahoga, Ohio

Edward FitzGerald, County Executive

Ed FitzGerald/apk

BY: 2012-12-18 11:45:05

Edward FitzGerald, County Executive

N. Fuerst

Hon. Nancy A. Fuerst,

Court of Common Pleas Administrative
& Presiding Judge

FY 2011 Joint BJA: MHSA Adult Drug Court Services, Coordination, and Treatment
Grant Number:
Project Title: Cuyahoga County Enhanced Opiate Dependency Services

F. Contract: generally amount paid to non-employees for services or products. A consultant is a non-employee who provides advice and expertise in a specific program area.

FEDERAL REQUEST (Contract)

| Name | Service | Rate | Other | Cost |
|---|---|---|-------------------|------------------|
| (1) Community Assessments and Treatment Services, Inc. (CATS) | MAT – Naltrexone | Year 1 – \$9.00 per diem for oral dosage to include liver tests and physician x 90 days | 67 offenders | \$54,270 |
| (2) Community Assessments and Treatment Services, Inc. (CATS) | Intensive Outpatient Treatment Services | Year 1 – \$200 per week x 9.5 weeks of IOP services | 67 offenders | \$127,300 |
| (3) Case Western Reserve University Margaret Baughman, Ph.D. | Evaluator: Data collection, performance measurement and performance assessment including GPRA reporting for SAMHSA and BJA | \$65,000 | Per contract year | \$65,000 |
| | | | TOTAL | \$246,570 |

**FY 2011 Joint BJA/ SAMHSA Adult Drug Court Services, Coordination, and Treatment
Grant Number:**

Project Title: Cuyahoga County Enhanced Opiate Dependency Services

**JUSTIFICATION: Explain the need for each agreement and how they relate to the overall project.
Contracts**

(1) Community Assessments and Treatment Services, Inc. (CATS) is an integral provider for treatment services in Cuyahoga County. Their collaboration with other Court and criminal justice entities has proven invaluable to treatment services within our county. CATS will administer MAT – Naltrexone to offenders placed in intensive outpatient treatment. As procedure, Naltrexone will be prescribed by a board certified physician and include liver testing for individuals in the program. All costs to dispense Naltrexone are included in the per diem rate of \$9.00. Medication costs make up 16.7% of the total requested funding.

(1) Community Assessments and Treatment Services, Inc. (CATS) is able to hire and train the appropriate certified staff who will be responsible for implementing and continuously improving this treatment component to best meet the needs of the Drug Court population. Residential support, if necessary, will be provided by state sponsored bed programming. Treatment plans will be established for each participating offender and may include all components available or vary based on the need of the offender to complete the program successfully. All IOP services will be included in the per week rate of \$200 of offender.

(2) Case Western Reserve University and Margaret Baughman, Ph.D. will be the contract agency and principal to evaluate the program through data collection, performance measurements and assessment. In addition, they will provide the necessary resources to complete all GPRA requirements of both BJA and SAMHSA for this grant. Funding is limited to 20% maximum allowance in the grant guidelines.

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

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

STANDARD TERMS OF AWARD:

1) This grant is subject to the terms and conditions, included directly, or incorporated by reference on the Notice of Award (NoA). Refer to the order of precedence in Section III (Terms and Conditions) on the NoA and can be found at www.samhsa.gov.

2) The grantee organization is legally and financially responsible for all aspects of this grant, including funds provided to sub-recipients.

3) Grant funds cannot be used to supplant current funding of existing activities. Under the HHS Grants Policy Directives, 1.02 General -- Definition: Supplant is to replace funding of a recipient's existing program with funds from a Federal grant.

4) The recommended future support as indicated on the NoA reflects TOTAL costs (direct plus indirect). Funding is subject to the availability of Federal funds, and that matching funds, (if applicable), is verifiable, progress of the grant is documented and acceptable.

5) By law, none of the funds awarded can be used to pay the salary of an individual at a rate in excess of the Executive Level I, which is \$199,700 annually.

6) "Confidentiality of Alcohol and Drug Abuse Patient Records" regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b).

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

7) Accounting Records and Disclosure - Awardees and sub-recipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The awardee, and all its sub-recipients, should expect that SAMHSA, or its designee, may conduct a financial compliance audit and on-site program review of grants with significant amounts of Federal funding.

8) Per (45 CFR 74.36 and 45 CFR 92.34) and the HHS Grants Policy Statement, any copyrighted or copyrightable works developed under this cooperative agreement/grant shall be subject to a royalty-free, nonexclusive and irrevocable license to the government to reproduce, publish, or otherwise use them and

to authorize others to do so for Federal Government purposes. Income earned from any copyrightable work developed under this grant must be used as program income.

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

10) Program income accrued under the award must be accounted for in accordance with (45 CFR 74.24) or (45 CFR 92.25) as applicable. Program income must be reported on the 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").

11) Actions that require prior approval must be submitted in writing to the Grants Management Officer (GMO), SAMHSA. The request must bear the signature of an authorized business official of the grantee organization as well as the project director. Approval of the request may only be granted by the GMO and will be in writing. No other written or oral approval should be accepted and will not be binding on SAMHSA. For postaward requirements and instructions may be found at www.samhsa.gov then click on "grants", then "grants management".

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

Daniel Peterca, Project Director @ 10% level of effort In-Kind
Rhonda Williams, Clinical Director/Supervisor/Coordinator @ 20% level of effort In-Kind
David Malia, Judge @ 40% level of effort In-Kind
Margaret Baughman, PhD, Evaluator @ 100% level of effort (Contractual)

3397

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

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

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

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

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

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

17) 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.

18) 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>.

19) Grantees must comply with the requirements of the National Historical Preservation Act and EO 13287, Preserve America. The HHS Grants Policy Statement provides clarification and uniform guidance regarding preservation issues and requirements (pages 1-20, "Preservation of Cultural and Historical Resources"). Questions concerning historical preservation, please contact SAMHSA's Office of Program Services, Building, Logistics and Telecommunications Branch at 240-276-1001.

20) 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:

1) 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

2) 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; Richard Thoreson at 240-276-2827 or Richard.Thoreson@samhsa.hhs.gov; or Ken Salyards at 2240-276-2003 or Kenneth.Salyards@samhsa.hhs.gov.

21) 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).

22) By signing the application (HHS-5161-1) face page in 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.

23) 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.

102 MONTHLY FINANCIAL REPORT FORM

Due Date: 10th day of the month

- A. Project No.: _____
 B. Project Title: _____
 C. Report Period Ending: _____
 D. ☐ Check Box/Marked "F" if Final Report for this Grant.

Mail original and support documentation:
 Maria Nemec, Corrections Planning Board Administrator
 1276 West Third Street, Suite 700 Cleveland, Ohio 44113
 (Ph) 216-443-5906 (FAX) 348-4446

E. Subgrantee: Cuyahoga County Common Pleas Court
 Street Address: 1200 Ontario Justice Center, 11th Floor
 City, State Zip: Cleveland, Ohio 44113

F. Implementing Agency:
 Street Address: _____
 City, State Zip: _____

Monthly Payment Request:

| G. BUDGET COST CATEGORIES | H. APPROVED BUDGET | I. CURRENT EXPENDITURES | J. PRIOR YTD EXPENDITURES | K. TOTAL YTD EXPENDITURES | L. AVAILABLE BALANCE | M. TOTAL UNPAID OBLIGATIONS |
|---------------------------|--------------------|-------------------------|---------------------------|---------------------------|----------------------|-----------------------------|
| PERSONNEL | | | | | | |
| CONSULTANT | | | | | | |
| TRAVEL | | | | | | |
| EQUIPMENT | | | | | | |
| SUPPLIES | | | | | | |
| OTHER COSTS | | | | | | |
| CONFIDENTIAL FUNDS | | | | | | |
| INDIRECT COSTS | | | | | | |
| TOTAL COST | | | | | | |
| N. FUND DISTRIBUTION | | | | | | |
| FEDERAL/STATE FUND | | | | | | |
| CASH MATCH | | | | | | |
| TOTAL COST | | | | | | |

| O. FUND CASH POSITION | FEDERAL/STATE FUNDS | LOCAL/STATE MATCH | FORFEITURES | OTHER PROJECT INCOME | CPB USE ONLY: |
|-----------------------|---------------------|-------------------|-------------|----------------------|---------------|
| CURRENT RECEIPTS | | | | | |
| YTD RECEIPTS | | | | | |
| YTD EXPENDITURES | | | | | |
| BALANCE | | | | | |

This Report Prepared By:

Name: _____
 Title: _____
 Address: _____
 Phone No.: _____
 Fax No.: _____
 e-mail: _____

I CERTIFY THAT ALL TRANSACTIONS REPORTED ABOVE HAVE BEEN MADE IN COMPLIANCE WITH ALL APPLICABLE STATUTES AND REGULATIONS, AND IN ACCORDANCE WITH THE APPROVED GRANT AWARD.

Designated Official Signature: _____

Typed Name and Title: _____

Report Reviewed and Approved By: _____



BJA FY 12 Joint Adult Drug Court
Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Center for Substance Abuse Treatment

Notice of Award

Issue Date: 10/19/2012

Grant Number: 5H79TI023875-02 REVISED

Program Director:
Daniel Peterca

Project Title: Enhanced Opiate Dependency Services

| Grantee Address | Business Address |
|--|---|
| CUYAHOGA COUNTY COMMON PLEAS COURT Presiding and Administrative Judge Justice Center, 11th Floor 1200 Ontario Street Cleveland, OH 44113 | Cuyahoga County Corrections Planning Board Board Administrator 1276 West Third Street Suite 700 Cleveland, OH 44113 |

Budget Period: 09/30/2012 – 09/29/2013

Project Period: 09/30/2011 – 09/29/2014

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby revises this award (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to CUYAHOGA COUNTY COMMON PLEAS COURT in support of the above referenced project. This award is pursuant to the authority of Authorized under Section 509 of the PHS Act, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

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

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

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

Sincerely yours,

Kathleen Sample
Grants Management Officer
Division of Grants Management

See additional information below

SECTION I – AWARD DATA – 6H79TI023875-02 REVISED**Award Calculation (U.S. Dollars)**

| | |
|--|---------------|
| Salaries and Wages | \$40,330 |
| Fringe Benefits | \$20,070 |
| Personnel Costs (Subtotal) | \$60,400 |
| Consortium/Contractual Cost | \$246,570 |
| Travel Costs | \$14,340 |
| Other | \$3,690 |
| Direct Cost | \$325,000 |
| Approved Budget | \$325,000 |
| Federal Share | \$325,000 |
| Cumulative Prior Awards for this Budget Period | \$325,000 |

AMOUNT OF THIS ACTION (FEDERAL SHARE) \$0

| SUMMARY TOTALS FOR ALL YEARS | |
|------------------------------|-----------|
| YR | AMOUNT |
| 2 | \$325,000 |
| 3 | \$325,000 |

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

Fiscal Information:

CFDA Number: 93.243
EIN: 1346000817B5
Document Number: 11TI23875A
Fiscal Year: 2012

| | | |
|----|---------|-----------|
| IC | CAN | Amount |
| TI | C96T511 | \$325,000 |

TI Administrative Data:

PCC: EADC-SCT / OC: 4145

SECTION II – PAYMENT/HOTLINE INFORMATION – 6H79TI023875-02 REVISED

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-814-5533.

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

SECTION III – TERMS AND CONDITIONS – 6H79TI023875-02 REVISED

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

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

**Treatment of Program Income:
Additional Costs**

SECTION IV – TI Special Terms and Condition – 5H79TI023875-02 REVISED

REMARKS:

This award approves the Evaluator Margaret Baughman's level of effort from 100% to 33%.

**ALL PREVIOUS TERMS AND CONDITIONS REMAIN IN EFFECT UNTIL SPECIFICALLY APPROVED
AND REMOVED BY THE GRANTS MANAGEMENT OFFICER**

CONTACTS:

Holly Rogers, Program Official

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

h Helen Zhou, Grants Specialist

Phone: (240) 276-2462 Email: helen.zhou@samhsa.hhs.gov Fax: (240) 276-2410