Promoting wellness and recovery

John R. Kasich, Governor • Tracy J. Plouck, Director • 30 E. Broad St. • Columbus, OH 43215 • (614) 466-2596 • mha.ohio.gov

The Ohio Department of Mental Health and Addiction Services

Bureau of Children and Families and Ohio Children's Trust Fund

Request for Applications for Child Sexual Abuse Prevention and Early Intervention for Pre-School Aged Children Demonstration Projects Early Childhood Mental Health Demonstration Initiative

December 1, 2014

Office of Children and Families and Ohio Children's Trust Fund

Request for Proposal Number: MHA15039
Request for Proposal Issued: December 1, 2014
Request for Proposal Due: December 12, 2014

Background

Approximately 900,000 minor children in the United States are identified by child protective services as victims of maltreatment on an annual basis. Additionally, in 2002, over 88,000 substantiated or indicated cases of child sexual abuse (CSA) were identified by the Administration on Children, Youth and Families.[1]

In Ohio from July, 2013 to September, 2014, there were 1,892 children aged birth to 8 with indicated or substantiated cases of child sexual abuse.[2] Child sexual abuse is associated with negative outcomes in both childhood and adulthood (*e.g.*, anxiety, depression, self-harming behavior, substance abuse, Post Traumatic Stress Disorder, verbal and physical aggression, poor academic achievement, low self-esteem and high risk sexual behavior)[3]

The Adverse Childhood Experiences (ACE) Study is the seminal longitudinal study that explored the long-lasting impact of childhood trauma into adulthood. The ACE Study included over 17,000 participants ranging in age from 19 to 90.[3] The number of childhood risk factors including sexual abuse as a child, was linearly related to a large number of physical and mental health outcomes. The more adverse experiences individuals reported having, the more likely there were to engage in risky health behaviors and to be diagnosed with depression, alcoholism, heart disease obesity and diabetes among others.[4]

Purpose

The Ohio Department of Mental Health & Addiction Services (OhioMHAS) in collaboration with the Ohio Children's Trust Fund (OCTF) is accepting proposals to develop, implement and/or sustain evidence-informed or evidence-based practices to prevent child sexual abuse (CSA); and provide effective early intervention services to young victims of CSA.

The purpose of the Child Sexual Abuse Prevention and Early Intervention demonstration project is to align Ohio's Early Childhood Mental Health Services with the statewide Strong Families Safe Community Initiative and the Early Learning Challenge Grants. These initiatives prioritize focus on children birth to 8 years old through evidence informed and/or evidence-based programs and practices that are responsive to children's community and cultural backgrounds.

1 National Clearinghouse on Child Abuse and Neglect, 2004

2 Ohio Department of Job and Family Services data services

3 Oddone Paolucci, Genuis, Violato, 2001; Putnam and Trickett, 1993; Browne and Finkelhor, 1987.

4 *National Child Traumatic Stress Network article "Effects of Complex Trauma,* Dube, Felitti, Dong, Giles and Anda 2003

Outcomes

The expected outcomes are as follows:

- Prevention Component: Increase public safety through educating and empowering children by offering evidence-based and/or evidence-informed education to children and adults through community prevention-focused collaborations.
- Early Intervention Component: Provide rapid response capacity to the treatment needs of children and families who have been found to have substantiated sexual abuse cases with their local Child Protective Service Agency.

No single factor explains the perpetration of child sexual abuse as it involves a complex interplay of individual and contextual factors (*i.e.* individual, relationship, community, and societal influences[5].) Thus, prevention programs must address multiple levels of influence including individual, relationship, community, and societal levels as represented by the World Report on Violence and Health[6]. Effective prevention strategies must also include caregiver participation and community buy-in achieved through working with local child-serving agencies, child protective agencies, law enforcement, behavioral health treatment, early learning and early intervention providers.

The Ohio Department of Mental Health & Addiction Services (OhioMHAS) in collaboration with the Ohio Children's Trust Fund (OCTF) is requesting proposals to fund 3 regional partnerships to implement CSA prevention and treatment initiatives.

Deliverables

- CSA Prevention and Early Intervention Awardees will deliver evidence-based and/or evidence-informed education to children and adults through workshops hosted and facilitated by appropriate community partners.
- CSA Prevention and Early Intervention Awardees will include an interactive reinforcement activity for parents/guardians as part the CSA children's workshops.
- CSA Prevention and Early Intervention Awardees will offer participating children a brief pre-post curriculum based assessment of child's basic sexual abuse prevention knowledge or skills.

- CSA Prevention and Early Intervention Awardees will offer participating parents a brief follow-up survey assessing the child's ability to demonstrate key prevention skills learned from the home interactive reinforcement activity (i.e. being able to say no, identify 3 safe adults, etc...)
- CSA Prevention and Early Intervention Awardees will submit a mid-year and end of year summary evaluating the pre/post session data and mid and year end training summary.
- CSA Prevention and Early Intervention Awardees providing clinical treatment must demonstrate services are responsive to children and families' cultural backgrounds and community values.
- CSA Prevention and Early Intervention Awardees treatment models of child sexual abuse should involve the child victim, non-offending adults or caregivers whenever possible.

5(Krug, *et al.* 2002))

6(Krug, *et al.* 2002).

Proposal Guidelines

- Proposals must include a statement of need, project description, and implementation plan with timeline, budget and budget narrative.
- CSA Prevention and Early Intervention Awardees will demonstrate collaborations with appropriate community partners by providing letters of support from partners willing to host and facilitate proposed workshops as well as by having the local county public children's service agency agree to necessary data sharing.
- Proposals must describe the applicant's experience, subject matter expertise and organizational capacity to provide planning, training and research specifically related to early childhood sexual abuse prevention.
- Early intervention treatment providers must demonstrate their experience in collaborating with area child protective service agencies (MUO's) to prioritize cases that are indicated or substantiated cases of child sexual abuse.
- The Budget must be submitted using the budget table found in Appendix A. The budget narrative must describe and support the entire budget. Proposals must clearly distinguish prevention and intervention elements of the budget and separate prevention costs from intervention costs.
- Proposal page limit is six, single-spaced pages in 12 point Times New Roman font. This page limit includes the budget narrative (Appendix B), but does not include the budget table.
- The total amount available for funding is $150,000. Proposal budget requests must not exceed $50,000 each per region; $20,000 for CSA prevention education and $30,000 for early intervention/treatment. All funds must be expended by awardees by June 30, 2015.

Conditions

- Awardees must execute or indicate that OhioMHAS Agreement and Assurances is on file upon notice of award. For reference, a copy of the Agreement and Assurances can be found in Appendix C.
- The State of Ohio reserves the right to make no award, make an award for a lesser amount, make an alternative award for the specified project or make an award for a shorter duration. The State reserves the right to ask clarifying questions, issue conditional awards, negotiate an alternative project plan or scope and negotiate a best and final proposal with one or more applicant(s). The State reserves the right to waive errors and omissions that do not materially affect the outcome of said proposal. Errors and omissions may result in lower evaluation scores or rejection of the proposal.
- As authorized in Ohio Revised Code Section 5119.61, OhioMHAS will collect information and data from grantees.
- Awardees will provide required information and data electronically, through the Proving Ohio's Prevention Success (POPS) online reporting system. All information and data will be reviewed by project staff. Failure to comply with reporting requirements shall result in further action by OhioMHAS.

Evaluation of Proposals

Proposal narratives will be evaluated on the following factors:

- How the proposal demonstrates it addresses the priority target populations and overall goals of the of the CSA Prevention and Early Intervention Demonstration Project [20 points]
- How applicants document collaboration between prevention and early childhood mental health providers, community partners with letters of support from community and other partners [10] points.
- Capacity to complete the outcome and parental follow-up training survey; and how this data will guide or evolve applicant's practice, technology, or intervention [10 points]
- Address the potential for sustainability or transferability of the CSA prevention and intervention services; and how the applicant may embed key elements to promote future sustainability [10 points]

Deadlines

- The deadline for proposal submission is December 12, 2014 to: OhioMHASBidOpportunity@mha.ohio.gov. Risk of failure or delay in delivery rests with applicant.
- No faxed, mailed or hand carried applications will be accepted.
- The Request for Proposal, accompanying documents and all questions and answers will be posted on the Ohio Department of Administrative Services portal at http://procure.ohio.gov/proc/viewWhatsNewSolicitations.asp
- Questions must be submitted electronically no later than December 10, 2014 by 8:00am via the "Submit Inquiry" link on the RFP posting which may be found on the Ohio Department of Administrative Services portal at http://procure.ohio.gov/proc/viewWhatsNewSolicitations.asp
- Awards are expected to be announced on for project implementation to begin immediately.

Appendix A

Ohio Department of Mental Health and Addiction Services
SFY 2015 Budget/Expenditure Form

Implementing Agency: _____

Grant Program Area: _____

Budget Period: _____

State Grant #: _____

For OhioMHAS Internal Use Only	
APPROVED BY	**DATE**

☐ ***Initial Application***
☐ ***Budget Revision****
☐ ***Expenditure Report***

A. Budget Categories:	B. OhioMHAS Funds	C. Other Funds	D. Total Funds
Category I: Personnel Costs			
A1. Personnel	$0	$0	$0
A2. Fringe Benefits	0	0	0
Category II: Non-Personnel Costs			
A3. Consultants	0	0	0
A4. Subscriptions & Publications	0	0	0
A5. Supplies	0	0	0
A6. Printing/Copying	0	0	0
A7. Rent/Lease Expenses	0	0	0
A8. Phone/Utilities	0	0	0
A9. Maintenance/Repair	0	0	0
A10. Rentals	0	0	0
A11. Insurance	0	0	0
Category III: Motor Vehicle/Travel/Food/Conference			
A12. Motor Vehicle	0	0	0
A13. Travel	0	0	0
A14. Food	0	0	0
A15. Conference/Training/Registration	0	0	0
Category IV: Equipment/Furniture			
A16. Equipment/Computer	0	0	0
A17. Furniture	0	0	0
E. *Totals*	**$0**	***$0***	***$0***

When this form is completed as an expenditure report the person submitting must print or type name and sign the document.

Prepared By:_____

Fiscal Signature:_____

Date:

***Prior written approval must be obtained from OhioMHAS before incurring costs that exceed a 10% change between Budget Categories or any change to Category IV.**

Appendix B

BUDGET NARRATIVE

Agency Name:

Program Title:

Program Area:

ANTICIPATED INCOME SOURCES DURING PROGRAM PERIOD:

A. **OHIOMHAS** – This is the amount awarded under… **$0**

B. **Other Funds** – This amount represents the funding from …. **$0**

C. **Other Funds** – This represents funding received from... **$0**

Total Funding	**$0**

LINE ITEM BUDGET JUSTIFICATION:

A1. Personnel Position	**Annual Salary**	**Level of Effort**	**OHIOMHAS Funds**	**Other Funds**
	$0	0 FTE	$0	$0
	$0	0 FTE	$0	$0
	$0	0 FTE	$0	$0
			OHIOMHAS Funds	**Other Funds**
Total Personnel			**$0**	**$0**

A2. Fringe Benefits

.

			OHIOMHAS Funds	**Other Funds**
Total Fringe Benefits			**$0**	**$0**

A3. Consultants

	OHIOMHAS Funds	Other Funds
Total Consultants	$0	$0

A4. Subscriptions and Publications

	OHIOMHAS Funds	Other Funds
Total Subscriptions and Publications	$0	$0

A5. Supplies

	OHIOMHAS Funds	Other Funds
Total Supplies	$0	$0

A6. Printing/Copying

	OHIOMHAS Funds	Other Funds
Total Printing/Copying	$0	$0

A7. Rent/Lease Expenses

	OHIOMHAS Funds	Other Funds
Total Rent/Lease	$0	$0

A8. Phone/Utilities

	OHIOMHAS Funds	Other Funds
Total Phone/Utilities	$0	$0

A9. Maintenance/Repair

	OHIOMHAS Funds	Other Funds
Total Maintenance/Repair	$0	$0

A10. Rentals

	OHIOMHAS Funds	Other Funds
Total Rentals	$0	$0

A11. Insurance

	OHIOMHAS Funds	Other Funds
Total Insurance	$0	$0

A12. Motor Vehicle

	OHIOMHAS Funds	Other Funds
Total Motor Vehicle	$0	$0

A13. Travel

	OHIOMHAS Funds	Other Funds
Total Travel	$0	$0

A14. Food

	OHIOMHAS Funds	Other Funds
Total Food	$0	$0

A15. Conference/Training/Registration

	OHIOMHAS Funds	Other Funds
Total Conference/Training/Registration	$0	$0

A16. Equipment/Computer

	OHIOMHAS Funds	Other Funds
Total Equipment/Computer	$0	$0

A17. Furniture

	OHIOMHAS Funds	Other Funds
Total Furniture	$0	$0

	OHIOMHAS Funds	Other Funds
Grand Total	$0	$0

*Prior written approval must be obtained from OhioMHAS before incurring costs that exceed a 10% change between Budget Categories or any change to Category IV.

Ohio Department of Mental Health and Addiction Services

Grant Budget by Line Item Policies updated May 2015

Category	Definitions
A. Budget Categories	Specific categories containing budget line items that make up the total budget
A1. Personnel	Payments of salaries and wages, payroll and personnel charges made to or for employees on staff at the implementing agency.
A2. Fringe Benefits	Fringe benefits, medical/dental/vision benefits, supplements, retirement match, etc. for employees on staff at the implementing agency. Agency must provide rate as percentage of Personnel salaries or the specific cost for each benefit.
A3. Consultants	Payments for personal services rendered by companies and individuals not on payroll including professional fees, consultant fees, other purchased personal services and payments for temporary work furnished by private companies.
A4. Subscriptions & Publications	Purchases of or subscriptions to published materials for trainings/meetings, program participants, and staff.
A5. Supplies	All purchases of supplies and materials regardless of amount with the exception of food (see A14), fuel and motor vehicle supplies (see A12). This includes office supplies.
A6. Printing/Copying	Payments for printing or copying materials for general office use or for the distribution to clients/consumers.
A7. Rent/Lease Expenses	Payments associated with renting or leasing a facility for office space and/or space to hold regular grant related activities.
A8. Phone/Utilities	Payments for all utility services such as phones, cell phones, voicemail services, gas, electric and water for offices or facilities used for grant related activities (Payments for motor vehicle fuel must be listed under Motor Vehicle).
A9. Maintenance/Repair	Payments associated with the upkeep and maintenance of facilities, repairing office equipment, furniture, etc.
A10. Rentals	Costs for renting equipment and furniture, such as a copier or overhead projector.
A11. Insurance	Payments for car, office and /or business insurance. Health insurance must be listed under fringe benefits.
A12. Motor Vehicle	Payments for a leased vehicle, fuel for motor vehicles, and the maintenance and repair of motor vehicles. (Payments to purchase a motor vehicle are *not* allowed.) The following information regarding the proposed vehicle leases must be provided to and approved by OhioMHAS prior to signing the lease agreement: 1. Justification for the lease in relation to the program outcomes.

	2. Lease details • Name of dealership • Year, make and model of vehicle(s) • Length/term of lease agreement • Monthly lease payment Annual mileage included in the lease agreement, and cost per mile for overage
A13. Travel	Payments associated with travel, including meals, lodging, and mileage. Travel, meals and lodging rates can not exceed the state of Ohio rates as set forth by the Ohio Office of Budget and Management in the Ohio Administrative Rule 126-1-02. Grantees are permitted to use funds for travel; however, the following rules apply: •The agency will provide sufficient detail about the travel and associated costs. •Justification for the travel in relation to the grant program. •Travel reimbursed with OHIOMHAS funds should only be used for staff directly assigned to the grant funded program. •Mileage reimbursement must include the rate per mile and anticipated number of miles. The rate shall not exceed State of Ohio travel rates. •Maximum rates for lodging and per diems for meals and incidentals are set by location. These rates are available at www.gsa.gov/perdiem. •Provide a breakdown of the meal costs. Reimbursement for meals is authorized only when overnight lodging is required. If conference event includes or provides a meal, the staff shall not be reimbursed for that same meal in the per diem rate. • Overnight lodging may be reimbursed only when staff is traveling on official business and is either: (a) At a location greater than forty-five miles of both the staff residence and headquarters, or (b) At a location greater than thirty miles of both the staff's residence and headquarters for conference purposes. If lodging is at the conference site or a hotel identified in the conference registration materials as one of the conference hotels, it may be reimbursed at actual cost, provided such cost is reasonable as determined by the head of the agency. Attending a Conference/Training •Permissible conference related travel expenditures shall include mileage, lodging, conference registration, and per diem, and shall not exceed State of Ohio travel rates. •Conference should be directly applicable to the grant, i.e., UMADAOP, TASC, etc. •Conference/Training and related Travel expenses should include a detailed explanation of the conference/training that will be attended including: -content as it relates to the grant funded program. -conference/workshop speakers and their credentials

	-conference location -information regarding whether any meals are included with the registration fees -length of conference, etc. <u>Providing a Conference/Training</u> •Conference/Training related Travel expense charges should include a detailed explanation of the conference/training that will be provided including: -content as it relates to the grant funded program -conference location -length of conference, etc.
A14. Food	Payments made for any food to be provided by grantee to the program participants at grant related meetings or events (meals for travel must be listed under travel). Food purchases are permissible for program participants if the purchase is justified in relation to the program plan and outcomes in the applicant's budget narrative. •Residential treatment facilities may charge for the cost to provide meals to clients. •Meal reimbursement while in travel status must be listed under the Travel line item. <u>Providing a Conference/Training</u> •Agencies holding a conference/training may not exceed the State Travel Meal rate for the meals provided. •Conference/Training related Travel expense charges should include a detailed explanation of the conference/training that will be provided including: -content as it relates to the grant funded program -conference location -information regarding whether any meals are included with the registration fees -length of conference, etc.
A15. Conference/ Training/Registration	Payments associated with the providing or attending a conference or training for grant related activities, not to include travel or meal costs. Grantees are permitted to use funds for Conference/ Training/Registration; however, the following rules apply: •Conference should be directly applicable to the grant program area, i.e., UMADAOP, TASC, etc. •Permissible conference related travel expenditures shall include mileage, lodging, conference registration, and per diem and shall not exceed State of Ohio travel rates. These expenses must be listed in the Travel line item.

	Attending a Conference/Training • Conference/Training fees reimbursed with OHIOMHAS funds should only be used for staff directly assigned to the grant funded program. •Conference/Training/Registration line item must include a detailed explanation of the conference that will be attended including: -content as it relates to the program -availability of continuing education credits for attendees -conference location -registration fees -information regarding whether any meals are included with the registration fees -length of conference, etc. Providing a Conference/Training •Conference/Training/Registration expenses should include a detailed explanation of the conference/training that will be provided including: -content as it relates to the program -conference/workshop speakers and their credentials -availability of continuing education credits for attendees -conference location -registration fees -information regarding whether any meals are included with the registration fees -length of conference, etc.
A16. Equipment/ Computer	Payments for the purchase of any new or used equipment and computers. Any use of funds for equipment, computers, or computer software must be justified in terms of the relationship of the purchase to the program or activity. Funds cannot be expended for equipment, computers or computer software until approved by the Department.
A17. Furniture	Payments for the purchase of any new or used furniture. Any use of funds for furniture must be justified in terms of the relationship of the purchase to the program or activity. Funds cannot be expended for furniture until approved by the Department.
Other Funds	Includes all funding sources (Board funds, other grant funds, fees, etc.) that contribute to the total budget for the grant program. Other funds used to support the grant funded program must be included in the Budget and Narrative but OhioMHAS does not have a required level of match or in kind services.

Additional OhioMHAS Budget Information

Allowable Costs - Relevant budget expenditure definitions are described in Sub award Budget and Expenditure Report Definitions. All costs budgeted and claimed must comply with the assurances applicable to the particular Block Grant CFDA 93.958 and PATH CFDA 93.150.

Direct Costs - Costs that can be specifically identified with a particular cost objective or program and are charged directly as part of the cost of the program.
Administrative costs for a particular program should be budgeted as direct costs.
Direct costs must comply with assurances applicable to the particular grant/CFDA number.

Indirect/Administrative Costs - The costs of a Sub-Awardee not readily assigned to a particular program but are necessary to the operation of the agency and performance of the program. Actual indirect costs meeting the requirements specified below are allowed in amounts **up to ten percent (10%) of the total budget** for non-university organizations and up to **five percent (5%) of the total budget** for programs affiliated with colleges and universities. Under appropriate circumstances, upon application, ODMH may waive these limits for the budgeting and claiming of indirect costs.

Indirect costs must:
Be calculated according to the principles set forth in the applicable OMB Circular(s);
Be limited to those costs properly allocated to the particular program, and;
Comply with the assurances applicable to the particular grant/CFDA number.

Other information relating to Federal Cost Principles and Grant Administration Requirements may be found at the following web links:

OMB Circular A-21: Cost Principles for Educational Institutions (Revised 05/10/04)
http://www.whitehouse.gov/sites/default/files/omb/assets/omb/fedreg/2005/083105_a21.pdf
OMB Circular A-87: Cost Principles for State, Local, & Indian Tribunal Governments
(Revised 05/10/2004) http://www.whitehouse.gov/sites/default/files/omb/assets/omb/fedreg/2005/083105_a87.pdf
OMB Circular A-102: Grants and Cooperative Agreements with State and Local Governments
(Rev. 10/07/94, Amended 08/29/97) http://www.whitehouse.gov/omb/circulars_a102
OMB Circular A-110: Uniform Administrative Requirements for Grants and Agreements with
Institutions of Higher Education, Hospitals & Other Non-Profit Organizations
(Revised 11/19/93, Amended 9/30/99)
http://www.whitehouse.gov/sites/default/files/omb/assets/omb/circulars/a110/2cfr215-0.pdf
OMB Circular A-122: Cost Principles for Non- Profit Organizations (Revised 05/10/04)
http://www.whitehouse.gov/sites/default/files/omb/assets/omb/fedreg/2005/083105_a122.pdf
OBM Circular A-133: Audits of States, Local Governments, & Non-Profit Organizations

(Revised 06/27/03) http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

CFR 31.2: Commercial Organizations
45 CFR 74: Subpart E Hospitals

Appendix C

Directions for Completion of Agreement and Assurances by Applicant for Sub-Award:

1. Type into or select the appropriate box that is highlighted blue and gray.
2. Please note that paragraphs 24-33 only apply to sub-awards funded in whole or part with federal Mental Health Block Grant (MHBG) funds. Paragraphs 34-46 only apply to sub-awards funded in whole or part with federal Substance Abuse Prevention and Treatment Block Grant (SAPTBG) funds.
3. Sign the signature page.
4. Read and Sign Attachment 2: "Certifications," Attachment 3: "Non Construction Programs" for sub-awards funded in whole or part with federal funds and Attachment 4: "Standard Affirmation and Disclosure—Executive Order 2011-12K".
5. IF necessary, add other documents and incorporate into Attachment 5.
6. Mail completed and signed documents to the attention of your Mental Health Block Project Lead.

NOTE: ***Changes and/or modifications to the Agreement and Assurance will not be accepted by ODMHAS.***

Appendix C

AGREEMENT and ASSURANCES (Attachment 1)

In accepting a sub-award from the Ohio Department of Mental Health and Addiction Services, hereinafter DEPARTMENT, ("SUB-AWARDEE"),
Located at;

Agrees and makes the following assurances:

1. SUB-AWARDEE has applied for a sub-award ("sub-award") from one or more of the following fund sources:
   - Community Mental Health Block Grant (CFDA 93.958)
   - Title IV-B, Part 1 Child and Family Services Grant (CFDA No. 93.645, Federal Award No. 0701OH00FP)
   - Title IV-B Part 2 Family Support Grant (CFDA No. 93-556, Federal Award No. 0701OH1400)
   - 5AU Rotary; ODMHAS Account for Receipt of federal funds
   - Projects for Assistance in Transition from Homelessness (PATH) Grant (CFDA No. 93.150)
   - GRF Allocation Line Item (ALI) Grant
   - Title XX (CFDA No. 93.667)
   - Child Care Quality (CFDA No. 93.713)
   - Other: [include CFDA # for federal funds]
   - Other: [include CFDA # for federal funds]
   - Other: [include CFDA # for federal funds]
   - SAPT Block Grant funds as defined in Public Laws 102-394, and 102-321

   administered by the DEPARTMENT for the purpose(s) described in the final approved version of the Application(s) for Funding (APPLICATION). The APPLICATION includes goals, objectives, activities, performance indicators, budget and budget narrative.

2. If applicable, the Notice of Sub-Award (NOSA) or Intrastate Transfer Voucher (ISTV) (included as Attachment 6) is incorporated by reference as an integral part of this agreement.

   The NOSA establishes the:

   a) Dollar amount awarded by the DEPARTMENT;
   b) Plan for drawing down funds;
   c) Specific terms and conditions or amendments to this Agreement;
   d) Frequency of required reporting and the persons at the DEPARTMENT to whom those reports should be submitted.

   The ISTV establishes:

   a) Dollar amount awarded by the DEPARTMENT;
   b) OAKS Coding
   c) Project Description

   All other attachments to this Agreement referenced herein, including those listed in Attachment 5, are hereby incorporated by reference as integral parts of this Agreement.

3. With the signing of this Agreement, the SUB-AWARDEE will begin work to accomplish the

goals, objectives, activities and meet the performance indicators (including but not limited to production of deliverables) identified in the APPLICATION.

4. The Application, Interagency Agreement (if applicable) and this Agreement, including all attachments, constitutes the entire agreement between the parties and may be changed or modified only in writing, signed by all the parties hereto or their legal successors.

5. The SUB-AWARDEE assumes full responsibility for implementation of the goals, objectives and activities as described in the APPLICATION, including those performed by any lower tier sub-recipient ("SUB-RECIPIENT") named in the APPLICATION. SUB-AWARDEE is responsible for ensuring that its SUB-RECIPIENT (if any) is responsible for meeting the terms and conditions of this Agreement in accordance with the performance indicators detailed in the APPLICATION. [45 CFR 92.37]

6. This sub-award is subject to the availability of funds from the appropriate fund source, and allocated to the DEPARTMENT by the State of Ohio, Office of Budget and Management [ORC 126.07]. The DEPARTMENT reserves the right to alter the amount of this sub-award without prior notice to the SUB-AWARDEE. If funds designated for this program become unavailable during the term of this Agreement, the DEPARTMENT's obligations under this Agreement expire immediately and SUB-AWARDEE shall be paid for any non-cancelable obligations appropriately related to the sub-award. Upon such notice SUB-AWARDEE shall preserve and provide all work in progress to the DEPARTMENT. Upon satisfactory delivery of those materials and an acceptable final report, the DEPARTMENT will remit any payments due and release the SUB-AWARDEE from its obligations to DEPARTMENT for further performance under this Agreement.

7. SUB-AWARDEES subject to the audit requirements of OMB Circular A-133 are required to submit to the DEPARTMENT a copy of their A-133 audit(s) covering the period of the sub-award. If SUB-AWARDEE is not subject to the audit requirements of OMB Circular A-133, SUB-AWARDEE shall submit to the DEPARTMENT a copy of its annual financial audit(s) covering the period of the sub-award within the earlier of thirty (30) days after receipt of the auditor's report(s) or nine months after the end of the audit period, or such longer period as is agreed to in advance by the DEPARTMENT, unless a waiver of this requirement is approved in advance by the DEPARTMENT.

8. The SUB-AWARDEE shall purchase or maintain liability insurance and shall assure the DEPARTMENT that SUB-AWARDEE has in place adequate insurance and/or bonds all of its board members, officers or employees who are responsible for payments and expenditures from federal funds received from the DEPARTMENT. For SUB-AWARDEEs that are ADAMH/CMH/ADAS Boards, this requirement may be met by participation in CORSA (County Risk Sharing Authority), a statement that the Board is self-insured and maintains adequate reserves to cover anticipated liabilities or purchase of insurance/bonds. This paragraph does not apply to Ohio's state agencies.

9. The DEPARTMENT reserves the right to terminate this Agreement in the event that the goals, objectives, activities and performance indicators (including but not limited to production of deliverables) identified in the APPLICATION are not delivered in a timely manner or with sufficient quality that they are suitable for their anticipated purposes and

uses.

10. In the event of termination or non-renewal of this Agreement, equipment and residual inventory of unused supplies with a Fair Market Value of:
    - $1000 or more for state funded sub-awards, or
    - $5000 or more for federally funded sub-awards

    purchased with sub-award funds will be returned to DEPARTMENT or disposed of in a manner specified by the DEPARTMENT which is consistent with applicable rules governing disposal, transfer or sale of such property. Any proceeds from the transfer, sale or disposal of such property shall be returned to the DEPARTMENT. [45 CFR 74.34, .35; 45 CFR 92.25, .26, .32, .33]

11. All items, products, deliverables and intellectual property developed, produced, dependent upon, derived from and/or begun as a result of this Agreement shall:

    a) Identify the DEPARTMENT and, if applicable, the federal grant, as the funding source;
    b) Reserve to the DEPARTMENT - and to the federal government if this sub-award includes federal funds - a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for public purposes, and to authorize others to do so;
    c) Be provided to the DEPARTMENT as specified in the APPLICATION; and
    d) Be approved by the DEPARTMENT before dissemination. [45 CFR 74.36; 45 CFR 92.34]

    This paragraph does not apply to copyrighted materials purchased or licensed for use under this Agreement except to the extent that the rights of copyright ownership were purchased with grant support.

12. Funds received by SUB-AWARDEE from the sale of products or services supported by this sub-award (including but not limited to the use, sale or publication of data, information, intellectual property or deliverables and other products or services which rely upon them, which were acquired or developed pursuant to this Agreement) are considered program income and shall be expended in accordance with the following:

    - Added to funds committed to the project/program and used to further eligible project/program objectives;
    - Used to finance the non-Federal share or other match requirement of the project/program or;
    - Deducted from the total project/program allowable cost in determining the net allowable cost upon which the Federal share of costs is based (federally funded sub-awards) or upon which the state share is based (state funded sub-awards).

    If applicable, the NOSA attached to this Agreement identifies the designated application of program income earned by the SUB-AWARDEE. Program income from federally funded sub-awards must be reported on the Federal Financial Report, Standard Form 425. [2 CFR 215.24; 2 CFR Part 230, Appendix A, ¶ 5.c.; OMB Circular A-102, Attachment ¶ 2.e.; OMB Circular A-87 C.4.; 45 CFR 74.24; 45 CFR 92.25]

13. The SUB-AWARDEE and the DEPARTMENT agree that neither shall use any confidential or private information made available by the other party for any purpose other than to fulfill

the obligations specified in the APPLICATION and this Agreement unless otherwise required by law, including Ohio public records law [ORC §149.43]. Each party agrees to be bound by all applicable standards for confidentiality and to apply such standards to its employees and agents.

14. Including but not limited to the regulations of the DEPARTMENT, the SUB-AWARDEE agrees to comply with all applicable Ohio and Federal confidentiality, privacy and security laws and regulations. Copies of all rules of the DEPARTMENT governing confidentiality of individual's protected information are available at:

    - ☐ **http://codes.ohio.gov/oac**
    - ☐ **http://codes.ohio.gov/orc**
    - ☐ **http://mentalhealth.ohio.gov/what-we-do/protect-and-monitor/licensure-and-certification/index.shtml**

    The SUB-AWARDEE is responsible for assuring compliance with all such rules by employees, agents and contractors. If SUB-AWARDEE is to create or receive any protected health information (PHI) from or on behalf of the DEPARTMENT, SUB-AWARDEE shall enter into a HIPAA compliant Business Associate Agreement with the DEPARTMENT prior to obtaining access to any PHI. [ORC 5122.31; 42 USC 1320-1320d-8; 42 USC 300x-53]

15. No funds received under this sub-award shall be used for the repayment of any pre-existing loan. The accounts of the SUB-AWARDEE for this sub-award should clearly show the relationship between expenditures and approved budget items. [2 CFR 215.21(b)(4); OMB Circular A-122, Attachment B, ¶ 38; OMB Circular A-87, Attachment B, ¶ 32; 45 CFR 92.23]

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and applicable federal laws and regulations. The SUB-AWARDEE agrees to comply with all applicable Federal and state laws (including Ohio ethics laws), rules, regulations and accounting principles in the performance of this Agreement. All records relating to costs and work performed, and supporting documentation for invoices submitted, along with copies of all deliverables shall be retained and made available by the SUB-AWARDEE for audit or review by the State of Ohio (including, but not limited to the DEPARTMENT, the Ohio Ethics Commission, the Auditor of the State of Ohio, the Ohio Inspector General, other duly authorized State Officials, law enforcement officials) and other duly authorized agencies of the Federal government for a minimum of three years after submission of final financial and performance reports under this Agreement. DEPARTMENT reserves the right to require submission of such records if deemed necessary. If an audit or review is initiated during that time period, the SUB-AWARDEE shall retain such records until the audit or review is concluded and all issues are resolved. [ORC 9.23 *et seq.*; 2 CFR 215.26; 45 CFR 96.31; 45 CFR 92.26; OMB Circular A-133]

17. No SUB-AWARDEE, SUB-RECIPIENT, employee, agent or subcontractor will discriminate against any SUB-RECIPIENT, employee, agent or subcontractor based on race, religion, national origin, color, sex, sexual orientation, age, handicap/disability, genetic information or military status.

18. SUB-AWARDEE agrees to cooperate with the Ohio Department of Job and Family Services

and any Ohio Child Support Enforcement Agency (CSEA) in ensuring employees of SUB-AWARDEE meet child support obligations established under state law. Further, by executing this Agreement, SUB-AWARDEE certifies present and future compliance with any court order for the withholding of support, which is issued pursuant to O.R.C. section 3121.03.

19. SUB-AWARDEE certifies that it will abide by Ohio's ethics laws as codified in O.R.C. Chapters 102 and 2921 as interpreted by the courts of the State and by the Opinions of the Ohio Ethics Commission.

20. SUB-AWARDEE certifies that its covered individuals, partners, shareholders, administrators, executors, trustees, owners, and their spouses, have not made any contributions in excess of the amounts specified in applicable provisions of § 3517.13(I) and (J) of the Ohio Revised Code.

21. SUB-AWARDEE assures the DEPARTMENT that it is not subject to an "unresolved" finding for recovery under O.R.C. 9.24 and that should such a finding be made against the SUB-AWARDEE it will immediately notify the DEPARTMENT. If this assurance is found to be false the Agreement shall be void from its beginning and the SUB-AWARDEE shall immediately repay any funds received under it.

22. SUB-AWARDEE agrees to comply with all applicable state and federal laws regarding smoke-free and drug-free workplaces.

23. SUB-AWARDEE affirms to have read and understands Executive Order 2011-12K issued by Ohio Governor John Kasich and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States. The Executive Order is provided as an attachment. SUB-AWARDEE also affirms, understands and agrees to immediately notify DEPARTMENT of any change or shift in the location(s) of services performed by SUB-AWARDEE or its sub-awardees or subcontractors under this Agreement, and no services shall be changed or shifted to location(s) that are outside of the United States.

    If SUB-AWARDEE or any of its sub-awardees or subcontractors performs services under this Agreement outside of the United States, the performance of such services shall be treated as a material breach of the Agreement. If SUB-AWARDEE or any of its sub-awardees or subcontractors perform such services, SUB-AWARDEE shall immediately return to DEPARTMENT all funds paid for those services. DEPARTMENT may also recover from SUB-AWARDEE all costs associated with any corrective action DEPARTMENT may undertake, including but not limited to an audit or a risk analysis, as a result of SUB-AWARDEE or any of its sub-awardees or subcontractors performing services outside of the United States.

    DEPARTMENT may, at any time after the breach, terminate this Agreement, upon written notice to SUB-AWARDEE. DEPARTMENT may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with making the sub-award to a third party.

DEPARTMENT, in its sole discretion, may provide written notice to SUB-AWARDEE of a breach and permit the SUB-AWARDEE to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, DEPARTMENT may recover the additional costs associated with acquiring the substitute services.

Notwithstanding DEPARTMENT permitting a period of time to cure the breach or the SUB-AWARDEE's cure of the breach, DEPARTMENT does not waive any of its rights and remedies provided to DEPARTMENT under this Agreement including, but not limited to, recovery of funds paid or reimbursed for services SUB-AWARDEE or any of its sub-awardees or subcontractors performed outside of the United States or costs associated with corrective action.

SUB-AWARDEE will not assign any of its rights nor delegate any of its duties and responsibilities under this Agreement without prior written consent of DEPARTMENT. Any assignment or delegation not consented to may be deemed void by DEPARTMENT.

Paragraphs 24-33 apply only to sub-awards funded, in whole or part, with federal funds:

24. a) SUB-AWARDEE agrees to and makes the assurances of the Attachments 2 and 3, entitled "Certifications" and "Assurances".
    b) If a State of Ohio agency or instrumentality, SUB-AWARDEE agrees to and makes the assurances of Attachments 2 and 3 and acknowledges that the terms and conditions of this Agreement, including the Certifications and Assurances (Attachments 2 and 3), apply also to any other sub-award received from the DEPARTMENT during the term of this agreement.
    c) SUB-AWARDEE agrees to include Attachments 2 and 3 as required assurances in any sub-recipient award that includes federal funds. Sub-recipient awards that include any Block Grant funds must state the amount provided by the Block Grant and the amount provided by other sources. [OMB Guidance 0930-0168; 2 CFR 215.5; 45 CFR 96.10]

25. SUB-AWARDEE assures DEPARTMENT that it or its parent organization holds permanent 501(c) non-profit status, or is a general or special purpose government entity. [CFDA 93.958; 42 USC 300x-5(a); OMB Guidance 0930-0168] Check one:
    ☐ Non-profit 501 (c) program ☐ Government entity

26. SUB-AWARDEE receiving Community Mental Health Block Grant assures DEPARTMENT that it serves a community mental health purpose intended to fulfill one or more of the goals of the President's New Freedom Commission Final Report **http://www.mentalhealthcommission.gov** [OMB Guidance 0930-0168]

27. SUB-AWARDEE assures DEPARTMENT that its Board and its executives understand and agree that SUB-AWARDEE will:
    a) Comply with requirements for maintaining a financial management system that meets the requirements as set forth in 45 CFR 92.20, 45 CFR 96.30 and 45 CFR 74.21, as applicable;

b) Maintain internal control over Federal programs that provides reasonable assurance that the SUB-AWARDEE is managing the sub-award in compliance with laws, regulations, and the provisions of this Agreements;
c) Have the necessary processes and systems in place to comply with applicable reporting requirements of the Federal Funding Accountability and Transparency Act and will report information required under the act, as applicable; and
d) Comply with laws, regulations, and the provisions of the agreements related to each of its Federal programs.

28. SUB-AWARDEES receiving federal funds must comply with provisions of 45 CFR Part 92, 45 CFR Part 96, 45 CFR Part 74 and OMB Circulars A-87, A-110, A-122 and A-133, as applicable to the type of SUB-AWARDEE.

29. SUB-AWARDEE agrees that it will not use any funds from any source to engage in any political activities in contravention of applicable provisions of federal law, including, but not limited to the "Simpson Amendment," 2 USC § 1611.

30. Restrictions on Lobbying:
    a) No part of any appropriation for this sub-award shall be used, other than for formal 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 Congress, except in presentation to the Congress itself or to any State legislative body itself.
    b) No part of any appropriation for this sub-award 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.

31. None of the funds provided under this sub-award may be used to pay the salary of an individual at a rate in excess of Level I of the Executive Schedule for the federal government.

32. In accordance with the Federal Funding Accountability and Transparency Act of 2006 [P.L.109-282, as amended by § 6202(a) of P.L. 110-252] and implementing regulations at 2 CFR Part 170, the SUB-AWARDEE assures the DEPARTMENT that it has the necessary processes and systems in place to comply with applicable reporting requirements of the Federal Funding Accountability and Transparency Act and will report information required under the act, as applicable.

33. Trafficking in persons.
    a) Provisions applicable to a SUB-AWARDEE that is a private entity:
    1. You as the SUB-AWARDEE, your employees, SUB-RECIPIENTs under this sub-award, and SUB-RECIPIENTs' employees may not—
    i. Engage in severe forms of trafficking in persons during the period of time that the sub-award is in effect;
    ii. Procure a commercial sex act during the period of time that the sub-award is in effect; or

iii. Use forced labor in the performance of this sub-award or any lower tier sub-awards under this sub-award.

2. DEPARTMENT may unilaterally terminate this sub-award, without penalty, if SUB-AWARDEE or a SUB-RECIPIENT that is a private entity —

i. Is determined by the DEPARTMENT to have violated a prohibition in paragraph 33.a.1 of this Agreement; or

ii. Has an employee who is determined by the DEPARTMENT to have violated a prohibition in paragraph 33.a.1 of this Agreement through conduct that is either—

A. Associated with performance under this sub-award; or

B. Imputed to SUB-AWARDEE or the SUB-RECIPIENT using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),"

b) Provisions applicable to a SUB-AWARDEE other than a private entity: DEPARTMENT may unilaterally terminate this sub-award, without penalty, if a SUB-RECIPIENT that is a private entity—

1. Is determined by the DEPARTMENT to have violated an applicable prohibition in paragraph 33.a.1 of this Agreement; or

2. Has an employee who is determined by the DEPARTMENT to have violated an applicable prohibition in paragraph 33.a.1 of this Agreement through conduct that is either—

i. Associated with performance under the sub-award; or

ii. Imputed to the SUB-RECIPIENT using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)."

c) Provisions applicable to any SUB-AWARDEE:

1. SUB-AWARDEE must inform DEPARTMENT immediately of any information received from any source alleging a violation of a prohibition in paragraph 33.a.1 of this Agreement.

2. DEPARTMENT's right to terminate unilaterally that is described in paragraph 33.a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to DEPARTMENT under this award.

3. SUB-AWARDEE must include the requirements of paragraph 33.a.1 of this Agreement in any sub-award made to a private entity.

d) Definitions. For purposes of this Agreement:

1. "Employee" means either:

i. An individual employed by SUB-AWARDEE or a SUB-RECIPIENT who is engaged in the performance of this sub-award; or

ii. Another person engaged in the performance of this sub-award who is not compensated by SUB-AWARDEE including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor

or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
ii. Includes:
A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Paragraphs 34-45 apply to the Substance Abuse Prevention and Treatment (SAPT) Block Grant

34. Use of Funds - Federal SAPT Block Grant funds may be used for planning, carrying out, and evaluating activities to prevent and treat substance abuse and for routinely making available tuberculosis services to each individual receiving treatment for substance abuse [Sec. 1921(b) and 1924(a)]. SAPT Block Grant funds cannot be expended for tuberculosis services if payment has been made, or can reasonably be expected to be made, from other funds [Sec. 1924(c)].

35. Nondiscrimination in the Use of SAPT Block Grant Funds [Sec. 1947, Uniform Block Grant Application] *For the purpose of applying the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of disability under Section 504 of the Rehabilitation Act of 1973* and the Americans with Disabilities Act of 1990, *on the basis of sex and religion under the* Omnibus Budget Reconciliation Act of 1981 (Block Grants), *or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964, programs and activities funded in whole or in part with funds made available under* the SAPT Block Grant are considered to be programs and activities receiving federal financial assistance.

    No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant), or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the SAPT Block Grant.

36. Charitable Choice Provisions and Regulations of SAPT Block Grant Funds [42 C.F.R. 54.8(c)(4) and 54.8(b)] requires DEPARTMENT along with DEPARTMENT SUB-AWARDEEs and providers to:

    a. Ensure that religious organizations that are certified treatment providers offer notice of a client's right to alternative services and to all potential and actual program beneficiaries.
    b. Ensure that religious organizations that are certified treatment providers refer program beneficiaries to alternative services.

c. Fund and provide alternative services.

37. Substance Abuse Prevention and Treatment Block (Grant Subpart L) Sec. 96.137 Payment schedule: The Block Grant money that may be spent for Secs. 96.124(c) and (e), 96.127 and 96.128 is governed by this section which ensures that the grant will be the ``payment of last resort." The entities that receive funding under the Block Grant and provides services required by the above-referenced sections shall make every reasonable effort, including the establishment of systems for eligibility determination, billing, and collection, to: Collect reimbursement for the costs of providing such services to persons who are entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX, any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program; and Secure from patients or clients payments for services in accordance with their ability to pay.

38. Confidentiality [Sec. 1943(b)]. (See Federal Register, 42 CFR Part 2, Confidentiality of Alcohol and Drug Abuse Patient Records: Final Rule, June 9, 1987, pages 21796 to 21814.) The SUB-AWARDEE shall ensure that each contract agency has in effect a system to protect from inappropriate disclosure of patient records maintained by the agency.

39. Peer Review [Sec. 1943(a)(1)]. The SUB-AWARDEE shall assure that an independent peer review to assess the quality, appropriateness and efficacy of treatment services provided in the SUB-AWARDEE catchment area to individuals in programs receiving SAPT Block Grant funds is conducted.

a. The SUB-AWARDEE shall ensure that at least 5% of the entities [treatment programs receiving some SAPT Block Grant funds] providing services are reviewed. (Note: SUB-AWARDEEs can join together to provide for peer review. The 5 percent requirement then applies to the total of the programs of the joined SUB-AWARDEEs.) The programs reviewed shall be representative of the total population of such entities. SAMHSA recognizes providers accredited by national independent accreditation organizations and does not require them to undergo an independent peer review. Therefore, if any of the providers selected for independent peer review attained one of the identified national accreditations, SUB-AWARDEEs are permitted to count those entities toward the required number of entities (5%) that must undergo an annual independent peer review. The report is due annually on July 31st of the following state fiscal year. The SUB-AWARDEE shall comply with Department established guidelines. The report should be sent to the attention of DEPARTMENT BLOCK GRANT COORDINATOR.

b. The review shall focus on treatment programs and the substance abuse service system rather than on the individual practitioners. The intent of the independent peer review process is to improve continuously the treatment services to alcohol and drug abusers within the state system. Quality, for purposes of this section, is the provision of treatment services which, within the constraints of technology, resources, and patient/client health and safety status in the context of recovery. Appropriateness, for

purposes of this section, means the provision of treatment services consistent with the individual's identified clinical needs and level of functioning.

c. The independent peer reviewers shall be individuals with expertise in the field of alcohol and drug abuse treatment. SUB-AWARDEEs shall make every effort to ensure that individual peer reviewers are representative of the various disciplines utilized by the program under review. Individual peer reviewers must also be knowledgeable about the modality being reviewed and its underlying theoretical approach to addictions treatment, and must be sensitive to the cultural and environmental issues that may influence the quality of the services provided.

d. The reviewers shall review a representative sample of patient/client records to determine quality and appropriateness of treatment services, while adhering to all federal and state confidentiality requirements, including 42 C.F.R. Part 2 and H.I.P.A.A. The reviewers shall examine the following:

1) admission criteria/intake process;

2) assessments;

3) treatment planning, including appropriate referral, e.g., prenatal care and tuberculosis and HIV services;

4) documentation of implementation of treatment services;

5) discharge and continuing care planning; and

6) indications of treatment outcomes.

e. The SUB-AWARDEE shall ensure that the independent peer review will not involve practitioners/providers reviewing their own programs, or programs in which they have administrative oversight, and that there be a separation of peer review personnel from funding decision makers.

f. The SUB-AWARDEE shall file a report (Appendix A) with Department identifying the number of block grant funded agencies participating in independent peer review and the kinds of technical assistance that were made available. This report will be due annually on July 31st for information from the independent peer reviews that occurred during the previous fiscal year. The report should be sent to the attention of DEPARTMENT BLOCK GRANT COORDINATOR

40. IVDU Outreach [Sec. 1923(b)]. Agencies receiving SAPT Block Grant funds to treat Intravenous drug users (IVDUs) are required to carry out activities to encourage individuals in need of such treatment to undergo such treatment. Documentation of such activities shall be maintained at the SUB-AWARDEE.

41. 90 Percent of Capacity [Sec. 1923(a)]. The SUB-AWARDEE shall ensure that each individual who requests and is in need of treatment for intravenous drug abuse is admitted to a program of such treatment not later than - (A) 14 days after making the request for admission to such a program; or (B) 120 days after the date of such request, if no such program has the capacity to admit the individual on the date of such request and if interim services are made available to the individual not later than 48 hours after such request. The SUB-AWARDEE must submit quarterly to the Department's Division of Treatment and Recovery Services a listing of providers that reach 90 percent of capacity. IN THE EVENT THAT NO PROVIDERS REACH 90 PERCENT OF CAPACITY, THE SUB-AWARDEE MUST SUBMIT THE QUARTERLY REPORTING INDICATING SUCH.

    Quarterly reports shall be submitted to DEPARTMENT on the following dates:

    January 30

    April 30

    July 30

    October 30

42. Salaries (Public Law 107-116). Block Grant funds shall not be used to pay the salary of an individual, through grant or other extramural mechanism, at a rate in excess of $186,000 per year.

43. Prevention [Sec. 1922(b)]. The SUB-AWARDEE shall comply with expending the minimum amount of federal SAPT Block Grant prevention funds identified in the Department's annual per capita allocation notice to the SUB-AWARDEE. These funds must be used for prevention services to reduce the risk of alcohol and other drug abuse for individuals who do not require treatment for substance abuse. The SUB-AWARDEE shall give priority to programs for populations that are at risk of developing a pattern of such abuse and ensure that programs receiving priority develop community-based strategies for the prevention of such abuse, including strategies to discourage the use of alcoholic beverages and tobacco products by individuals to whom it is unlawful to sell or distribute such beverages or products.

44. Investigations [Sec. 1945]. The SUB-AWARDEE shall ensure provider agency cooperation with state and federal investigators to determine if SAPT Block Grant funds are being used in accordance with federal requirements.

    Progress Report [Sec. 1942(a)]. The SUB-AWARDEE shall ensure that each prevention and treatment provider agency maintains data, information, reports and documentation sufficient to describe the activities funded and progress toward achieving the purposes for which the funds were provided. Such information shall be made available to the DEPARTMENT upon request.

45. Tuberculosis Services [Sec. 1924(a)(2)]. Tuberculosis services means - (A) counseling the individual with respect to tuberculosis; (B) testing to determine whether the individual has contracted such disease and testing to determine the form of treatment for the disease that is appropriate for the individual; and (c) providing such treatment to the individual.

    The SUB-AWARDEE shall ensure that agencies receiving SAPT Block Grant funds for operating a program of substance abuse treatment (A) will, directly or through arrangements with other public or nonprofit private entities, routinely make available tuberculosis services to each individual receiving treatment for such abuse; and (B) in the case of an individual in need of such treatment who is denied admission to a program on the basis of lack of the capacity of the program to admit the individual, will refer the individual to another provider of tuberculosis services [Sec. 1924(a)(1)].

    SUB-AWARDEE will provide to the DEPARTMENT by JULY 31 of each year a report on 1) The number of clients receiving treatment for tuberculosis in the previous fiscal year ending JUNE 30 and 2) The amount of public non-federal dollars expended for tuberculosis treatment including dollars spent by the Board of County Commissioners or county executives and county councils established pursuant to O.R.C. 339.75. Funds spent for tuberculosis treatment are not limited to those receiving services for substance abuse treatment but include public non-federal funds for all patients receiving tuberculosis treatment.

46. The SUB-AWARDEE must use the designated electronic reporting form to submit reports and must meet the requirements specified in the Application, NOSA or Inter-Agency Agreement. Reporting time periods and due dates will be listed in the NOSA or Inter-Agency Agreement. Reports shall be submitted to the person(s) indicated on the NOSA or Inter-Agency Agreement. Additionally, SUB-AWARDEE agrees to submit all reports required by the DEPARTMENT as necessary to permit the DEPARTMENT to comply with any reporting requirements relating to funds received under the American Recovery and Reinvestment Act of 2009 [Pub. L. 111-5]. If reports are not submitted on time the DEPARTMENT may withhold current and future funds from the SUB-AWARDEE.

47. The term of this Agreement & Assurances shall be the longer of the applicable State Fiscal Biennium or the period of the sub-award. Notwithstanding anything in this Agreement to the contrary, SUB-AWARDEE acknowledges that the Ohio Legislature and the Controlling Board of Ohio (each a "Governing Authority") must approve the appropriation and release of funds in connection with DEPARTMENT spending authority for each state biennium. It is agreed that any and all obligations of funds under this Agreement extending beyond the current biennium are contingent upon the continuing availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding authority for the obligations that may be due under this Agreement, then all of SUB-AWARDEE's and DEPARTMENT's obligations under this Agreement, except those that by their nature or by designation survive termination, are terminated as of the date that the funding expires.

Signature

Appendix C

The Executive Officer signing below is authorized to obligate the SUB-AWARDEE and he/she represents that he/she has reviewed and approved this AGREEMENT and ASSURANCES including all attachments on behalf of the SUB-AWARDEE.

For the SUB-AWARDEE:

Type in Sub Awardee Name:

_____ _____

Executive Officer or Authorized Signature — Date

Type in Executive Officer Name Below — Title

ATTACHMENT INSTRUCTIONS

If applicable, please SIGN and insert the following three Attachments:

State of Ohio agencies or instrumentalities that have executed and submitted to the DEPARTMENT a set of Certifications and Assurances current through this sub-award period do not need to execute or attach Attachments 2, 3 and 4.

Attachment 2 is the "Certifications" document - **Signature Required**
Attachment 3 is the "Assurances – Non-Construction Programs" – **Signature Required**
Attachment 4 is the "Standard Affirmation and Disclosure—Executive Order 2011-12K" **Information & Signature Required**
Attachment 5 is the "List of Additional Sub-awardee(s) Documents" – **Information Required as Appropriate**

CERTIFICATIONS: Attachment 2

1. Certification Regarding Debarment and Suspension

The undersigned (authorized official signing for the applicant organization) certifies to be best of his or her knowledge and belief, that the applicant, defined as a lower tier organization in accordance with 45 CFR Part 76, and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

(b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The applicant agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with its sub-SUB-GRANTEE and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. Certification Regarding Drug-Free Workplace Requirements

The undersigned (authorized official signing for the applicant organization) certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUB-AWARDEE's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about—
   (1) The dangers of drug abuse in the workplace;
   (2) The SUB-AWARDEE's policy of maintaining a drug-free workplace;
   (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;

(d) Notifying the employee in the statement required by paragraph (a) above, that, as a condition of employment under the grant, the employee will—
   (1) Abide by the terms of the statement; and
   (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted—
   (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designed the following central point for receipt of such notices:

Division of Grants Policy and Oversight
Office of Management and Acquisition
Department of Health and Human Services
Room 517-D
200 Independence Avenue, SW
Washington, DC 20201

3. Certification Regarding Lobbying

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence," sets forth requirements regarding disclosure of lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING $100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the applicant organization) certifies, to the best of his/her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4. Certification Regarding Program Fraud Civil Remedies Act (PFCRA)

The undersigned (authorized official signing for the applicant organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties.
The undersigned agrees that the applicant organization will comply with the terms and conditions of this award.

1. Certification Regarding Environmental Tobacco Services

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/SUB-AWARDEE (for grants certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

The federal awarding agency strongly encourages all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

2. ASSURANCES — NON-CONSTRUCTION PROGRAMS Attachment 3

Note: ***Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.***

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standard or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal, gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standard for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L.92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970-(P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of federal, state and local government employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for

federally assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et. Seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§ 7401 et. Seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et. Seq.) Related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et. seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et. seq.) Pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4831 (b) et. seq.) Which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will comply with the Single Audit Act of 1984, as amended, and OMB Circular A-133. SUB-AWARDEES must submit to DEPARTMENT the communications specified in OMB Circular A-133 §_.320(e) within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. DEPARTMENT reserves the right to require SUB-AWARDEE's submission of copies of the audit reporting package described in OMB Circular A-133 §_.320(c) and any management letters issued by the auditor, in accordance with OMB Circular A-133 §_.320(f).

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

List of Additional SUB-AWARDEE Attachments

List below any other documents attached by the SUB-AWARDEE or its SUB-RECIPIENT (if any). Next to each item listed please NOTE Proposal and/or AGREEMENT and ASSURANCES item to which they refer. Attach those documents behind this Attachment 4 list.

Attachment 5: Copy of the liability insurance policy(s), bond coverage or other evidence regarding the assurances set forth in paragraph 8.

Attachment 5: Copy of the most recent audit.

Attachment 5:

Attachment 5:

Attachment 5:

Attachment 5: