

PROFESSIONAL SERVICES AGREEMENT
Contract # DFC2010-11 SUSTAINABILITY CONSULTANT

THIS AGREEMENT is entered into between Pacific County (County) on behalf of WellSpring Community Network and Brian McCrady (Contractor). The parties agree as follows:

1. Contractor's Services. The Contractor shall provide the following services to the County on behalf of WellSpring Community Network:

WellSpring Community Network Sustainability Consultant.

All work performed under this agreement shall be done in compliance with all applicable terms and conditions contained in Exhibit A- Drug Free Communities Grant terms and conditions. The service area for all activities under this agreement shall be within the boundaries of the Ocean Beach School District.

These activities will include:

- In consultation with the WellSpring members, creation of an updated 5 year coalition logic model and strategic plan.
- Facilitation of community needs assessment/resource inventory relating to coalition activities.
- Facilitate WellSpring sustainability team, create sustainability plan, and provide training to members in the implementation of said plan.

The Health & Human Services Department shall administer this Agreement on behalf of the County, and the Contractor shall perform the required services to the satisfaction of the Director of that Department. The Director's determination of satisfaction with the Contractor's services shall be based on reasonable and objective standards that are not inconsistent with this Agreement.

2. Payment.

- a. The county will pay the contractor in (3) equal installments as each of the above bulleted items are complete to the satisfaction of the county (section a, bullets 1-3).
- b. Notwithstanding any other provision of this Agreement, the total compensation payable to the Contractor for services provided and expenses incurred under this Agreement shall not exceed \$5,300 for the period beginning July 1, 2011, ending September 30, 2011.
- c. The Contractor shall bill the County for payment. The County will not pay for any services not rendered or expenses not incurred. Billings shall be sent to: Pacific County Health & Human Services PO Box 26 South Bend, WA 98586 on the attached invoice (Exhibit B). Payment under this section will be full compensation for all services performed and expenses incurred by the Contractor under this agreement.

3. Effective Date. The effective date of this Agreement is July 1, 2011.
4. Termination. This Agreement shall terminate on September 30, 2011. The County may terminate this Agreement at any earlier time and for any reason, by giving the Contractor thirty (30) days written notice of termination.
5. Independent Contractor. The Contractor is an independent contractor of the County, and as such is not subject to the County's immediate control or direction in the performance of the required services. Neither the Contractor nor any of the Contractor's employees or agents shall be deemed to be an official, employee, or agent of the County. The Contractor is solely responsible for his or her acts and for the acts of his or her officers, employees, agents, and subcontractors. Additionally, the Contractor makes the following assurances:
 - a. The Contractor is customarily engaged in an independently established trade, profession, or business, of the same nature as that involved in this Agreement.
 - b. The Contractor has a principal place of business that is eligible for a business deduction for federal income tax purposes. The Contractor is responsible for the costs of such principal place of business.
 - c. The Contractor is responsible for filing with the Internal Revenue Service, at the next applicable filing period, a schedule of expenses for the business the Contractor is conducting.
6. Debarment. The Contractor hereby declares that it is not suspended or debarred from securing federal and/or state funds and shall remain so during the term of this Agreement/Contract. Suspension and/or debarment of the Contractor from securing federal or state funds shall be cause for immediate termination of the Agreement/Contract by the County.
7. Supplanting. Under the Federal "supplement not supplant" requirement, Drug Free Community Grantee's and their subcontractors (Contractor) may use Federal funds only to supplement and, to the extent practical, increase the level of funds that would, in the absence of the Federal funds, be made available from non-Federal sources. In no case may a organization use Federal program funds to supplant—take the place of—funds from non-Federal sources. Supplanting is presumed to occur in the following instances:
 - The agency uses Federal funds to provide services that it is required to make available under other federal, state, or local law.
 - The agency or school district uses Federal funds to provide services that it provided with Non federal funds in the immediate prior years.
 - Contractor agrees that funds received under this agreement will supplement, not supplant current staffing within their organization

8. Indemnification.

- a. The Contractor shall defend, indemnify, and hold harmless Pacific County from and against all claims arising out of or in any way related to any act or omission of the Contractor and/or the Contractor's officers, employees, agents, subcontractors, or suppliers. Without limiting the generality of the preceding sentence, the Contractor's foregoing duty to defend, indemnify, and hold harmless extends to: (i) any claim that involves or alleges any concurrent or joint negligence on the part of Pacific County and the Contractor and/or its officers, employees, agents, subcontractors, or suppliers; and (ii) any claim by or on behalf of any of the Contractor's officers or employees, and solely to that extent the Contractor waives its immunity under the industrial insurance laws (RCW Title 51). The Contractor shall have no duty to defend, indemnify, or hold harmless with respect to any claim that arises from Pacific County's sole negligence.
- b. For the purposes of this section, (i) "claim" means all claims, lawsuits, causes of action, administrative actions, liabilities, settlements, damages, costs, and attorney fees, and (ii) "Pacific County" means Pacific County its board and commissions, and all past, present, and future officials, employees, agents, or volunteers of Pacific County.
- c. This paragraph shall survive the completion, expiration, and/or termination of this Agreement.

9. Ownership of Materials. Materials created by the Contractor and paid for by the County as a part of this Agreement shall be owned by the County and shall be "works for hire" as defined by the U. S. Copyright Act of 1976. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform the Agreement but which is not created for or paid for by the County is owned by the Contractor; however, the County shall have a perpetual license to use this material for County (internal) purposes at no charge to the County.

10. Compliance with Laws. Throughout the duration of this Agreement, the Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and orders.

11. Entire Agreement. This written Agreement constitutes the parties' entire and integrated agreement, and supersedes all prior and contemporaneous negotiations, representations, or agreements, whether written or oral.

12. Amendments. No provision of this Agreement may be amended or modified except by a further written document signed by the County and the Contractor.

13. Confidentiality The parties shall use Personal Information and other confidential information gained by reason of this Agreement only for the purpose of this Agreement. The County and the Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Agreement and shall return or certify the destruction of such information if requested in writing by the party to this Agreement that provided the information.

14. Insurance In accepting this Agreement, the Contractor, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the County and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the Contractor or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the County, its officers, its employees, or any combination thereof, the Contractor, including its successors or assigns, shall defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the County, its officers, its employees, or any combination thereof. The Contractor shall maintain, and upon request of the County, provide proof of occurrence based general business professional liability insurance in the amount of \$100,000 or greater per occurrence for the term of this Contract. The Contractor agrees that its general business professional liability insurance shall be primary to the County's in the event that a claim or suit for damages is brought against both the Contractor and County. The Contractor shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply.

PACIFIC COUNTY
BOARD OF COMMISSIONERS

SUSTAINABILITY CONSULTANT

Norman B. Cuffel, Chairman

Brian McCrady

Date

Jon C. Kaino, Commissioner

Consultant Mailing Address:

Lisa Ayers, Commissioner

ATTEST:

Phone: _____

Clerk of the Board

Tax ID # _____

Exhibit A- Drug Free Communities Grant -Terms and Conditions

Drug Free Communities Support Program FY 2009

The Drug Free Communities Support Program (DFC) is a collaborative effort between the Executive Office of the President, Office of National Drug Control Policy (ONDCP), and the Substance Abuse and Mental Health Services Administration (SAMHSA). Grant awards are made available through SAMHSA with funding from ONDCP. The purpose of the funding is to address two major goals: 1) Establish and strengthen collaboration among communities, private nonprofit agencies, and Federal, State, and local and tribal governments to support the efforts of community coalitions to prevent and reduce substance abuse among youth; and 2) Reduce substance abuse among youth and, over time, among adults by addressing the factors in a community that increase the risk of substance abuse and promoting the factors that minimize the risk of substance abuse.

While responsibility rests with the grantee for achieving the primary goals of the program, SAMHSA and its designated representatives shall monitor and provide continuing technical assistance, consultation, and coordination in the conduct of the project during the funding period. In addition to these terms and conditions and the applicable statutes and regulations, grantees are bound by the DHHS Grants Policy Statement and all requirements in the Program Announcement for the FY 2009 DFC.

A. ROLE OF THE GRANTEE:

* Difference between "Grantee" and "Coalition": While some coalitions are capable of managing their own funds, others partner with an organization who will serve as their "Grantee" in order to qualify to receive Federal financial support. It is the intent of the DFC program that the governing body of the Coalition make management decisions on behalf of the Coalition and that the Grantee ensures all fiduciary requirements are met during that process.

* The grantee adheres to the programmatic and fiscal requirements described in the DFC Program Announcement, as well as to the specific goals and objectives indicated in the approved application.

* The grantee is or represents a coalition that is comprised of representatives from at least the required 12 community sectors (as listed in the DFC Program Announcement).

* The coalition must have the reduction of substance abuse among youth as a principal mission.

* The coalition functions as a unique entity and its meeting minutes must demonstrate that it has substantial involvement and participation from its membership.

* The grantee must submit a funding plan to ensure a dollar-for-dollar match of federal funds and to solicit substantial financial support from non-federal sources to ensure that it will be self-sustaining when federal assistance is no longer available. That funding plan must support the program plan of the Coalition.

*The grantee receives and expends non-federal matching funds.

* The grantee must collect and report data profiling youth within the area it serves, as described in the DFC Program Announcement, as part of required participation in the National Evaluation of the DFC Program.

B. ROLE OF THE GOVERNMENT PROJECT OFFICER (GPO):

* The Government Project Officer (GPO) should have an initial contact with each grantee shortly after the grantee receives the Notice of Award (NoA) from SAMHSA. This discussion, at a minimum, should include clarification of program goals and objectives; review of Government Performance and Results Act targets; a review of staff; a determination of whether there are immediate needs for training or technical assistance; review of the budget; terms and conditions or other issues.

* The GPO has regular and ongoing contact with grantees, at a minimum on a monthly basis, through e-mail, phone calls and site visits.

* The GPO reviews the semi-annual progress reports and provides feedback to the grantee on whether performance is satisfactory.

* The GPO is responsible for ongoing project monitoring and coordinating with SAMHSA's Division of Grants Management which conducts the fiscal oversight of the grantee, where appropriate. Program aspects of monitoring are accomplished by collecting and continuously reviewing information from telephone communications, site visits, progress reports, correspondence, COMET submissions, technical assistance reports, grantee meetings, and other sources. Monitoring also includes taking corrective action, as needed. The AAGAM states that "each monitoring action must result in written documentation that the monitoring has taken place, if any exceptions have been identified, and the type of follow-up action recommended (Chapter 3.06.106)."

C. ROLE OF THE GRANTS MANAGEMENT OFFICER (GMO)

* The Grants Management Officer (GMO) is responsible for all of the business management aspects of grant negotiation, award, financial and administrative aspects of the grant program.

* The GMO will utilize information from site visits, reviews of expenditure and audit reports, and other appropriate means to assure that the project is operated in compliance with all applicable Federal laws, regulations, guidelines, grant eligibility requirements and terms and conditions of award. Questions concerning the applicability of regulations and policies of this grant program, and all required prior approvals such as, requests for permission to expend funds for certain items should be directed to the GMO.

* The GMO is the only person who may grant such required approvals. All changes in the terms of the grant award must be in writing by the GMO.

* The Grants Management Specialist (GMS) is assigned responsibility for the day-to-day management of the portfolio of ONDCP/SAMHSA grants. The GMS performs many of the

activities described above on behalf of the GMO and is the primary point of contact for the recipient when dealing with grant management related issues.

D. THE ROLE OF THE GRANTS MANAGEMENT SPECIALIST (GMS):

* The GMS conducts post award grant administration activities including: budget revisions; carryovers; change in grantee; change in scope or nature of the annual plan; change of key personnel.

* The GMS reviews and validates the Financial Status Reports at the end of each budget year assuring that grantees comply with the match requirements.

* The GMS provides technical assistance on various grants management issues to grantees and the GPO.

* The GMS, in concert with GPO, conducts site visits to review grantees' financial compliance.

* The GMS, along with the GPO, reviews and then, processes no-cost extension requests.

E. SPECIAL TERMS OF AWARD:

Failure to comply with special terms and conditions may result in a drawdown restriction on your Payment Management Account or denial of funding in the future.

1. Grantee must receive and expend non-federal matching funds as required in the Program Announcement. In-kind support may also be used to satisfy the match requirement.
2. Grantee must collect, on a biennial basis, the following data on youth consistent with the geographic area served by the coalition: (1) age of onset of any drug (including alcohol, marijuana and tobacco); (2) frequency of drug use in the past 30 days (including alcohol, marijuana and tobacco); (3) perception of risk or harm; and (4) perception of disapproval of use by adults (including alcohol, marijuana and tobacco), or other measures as identified by ONDCP. The grantee should report on youth in at least three grades. The size of the data collection must be sufficient to provide an accurate and meaningful statistical representation of the geographic area served by the coalition.
3. By October 31, 2009, grantee is required to submit a plan outlining how the coalition will comply with the data reporting requirements listed in section D-2. The report should be submitted to the Government Project Officer listed in the contact section of this award notice.
4. Grantee must participate in the DFC National Evaluation. This includes the reporting of required data, and potential further interaction with the evaluation team, as necessary.
5. If required, grantee must develop a corrective action plan and complete approved plan within a designated timeframe to correct or improve identified deficiencies in performance and/or in the conditions contributing or causing the unsatisfactory performance.

6. Grantee must set aside funds to send two (2) people to attend the FY2009 New Grantee Meeting, a four-day workshop held in Washington, DC and other identified training. ONDCP will provide guidelines on the positions and/or participants who should attend. Budget revisions may be made a necessary

7. DFC coalitions must use the Strategic Prevention Framework (SPF), a five step evidence-based process for community planning and decision-making. The 5-step process includes: needs assessment, capacity building, planning, implementation, and evaluation.

8. Coalitions in the 3rd and 7th year of DFC funding must submit a Sustainability Plan for approval to the GPO.

9. The Division of Grants Management at SAMHSA conducts a review of your organization's financial management system. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with 45 CFR 74.14 or 92.12, as applicable. The restriction will affect the drawdown of funds from the Payment Management System; all drawdowns will require the prior approval of the applicable GMS.

F. 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.

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, the demonstration of matching funds, and acceptable documentation of the progress of the grant.

5. 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 matching funds and in-kind support, 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.

6. Per (45 CFR 92.34) and the HHS Grants Policy Statement, any copyrighted or copyrightable works developed under this cooperative agreement/grant shall be subject to a royalty-free, nonexclusive and irrevocable license to the government to reproduce, publish, or otherwise use them and to authorize others to do so for Federal Government purposes. Income earned from any copyrightable work developed under this grant must be used a program income.

7. 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 Financial Status Report, Standard Form 269 (long form). 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").

8. All Post Award Changes that require prior approval must be submitted in writing to the GMO, at SAMHSA. When submitting requests, include grant number, Project Director, the authorized institutional official's name, title and institution, telephone number, fax number and e-mail address. The mailed/faxed request must bear the signature of an authorized business official of the grantee organization as well as the project director. It is understood that the transmission of electronic prior approval requests is a clear expression of institutional approval and that all internal procedures have been properly completed. Additionally, the grantee will be responsible for any internal distribution of the request.

Approval of the request may be granted by the GMO in the form of a revised Notice of Award. No other written or oral approval should be accepted and will not be binding on SAMHSA.

Listed below are some of the Post Award Changes which require prior approval.

For prior approval procedures access www.samhsa.gov/grants/management.aspx. There may be some DFC specific requirements needed in addition to the ones outlined at the above website.

* Any replacement of, or substantial reduction in effort of the Program Director (PD) and/or Project Coordinator (PC) 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 and/or PC, if the individual being nominated for the position was not named in the approved application, or if a replacement is needed should the incumbent step down or is unable to execute the position's responsibilities. A resume for the individual(s) being nominated must be included with the request by letter or e-mail. Key staff (or key staff positions, if staff has not been selected) are listed below:

Name, Katie Lindstrom @ % level of effort

Name, Project Coordinator @ % level of effort

* Budget revisions of a substantial nature (usually over 25% of the approved budget), changes in a contract, and/or changes in indirect costs require prior approval from the GMO.

* The carryover of unspent funds from one fiscal year to the next fiscal year requires prior approval from the GMO. Requests for the carryover of funds must be submitted to the GMO by the first Monday in February following the budget end date. Any requests received after the deadline will not be reviewed and the grantee must request the carryover in the following fiscal year (funds may not be used until the request is approved and a revised Notice of Award is issued).

The Financial Status Report (SF 269), see section F-1, for the fiscal year in which the funds were not spent must be accepted prior to issuing an approval of the request.

In addition to the required information shown at the above website grantees are to submit a copy of the coalition meeting minutes showing the approval of the use of these funds. Grantees are required to demonstrate the non-Federal match requirement at the level for the year that the funds are being transferred.

Use of these funds without prior approval may result in unallowed costs that must be reimbursed back to the Federal Government.

* Changes in the grantee's scope of work such as goals, objectives, data collection, must have prior approval of the GMO and GPO.

* A no-cost extension of the project requires prior approval by the GMO. This action is warranted only in the last year of the project. The request must be submitted 90 days prior to the end of the project period.

9. Upon further review of the submitted budget and/or changes in grants policy(ies)and/or changes in program guides, grantee may be asked to revise their budget.

10. None of the Federal funds provided under this award shall be used to carry out any program for distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

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

12. 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.

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

14. Restrictions on Grantee Lobbying

(c) Title 18 > Part I > Chapter 93 > Section 1913: No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the

opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352 (a) of title 31.

15. 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 ONDCP and SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Office of National Drug Control Policy or the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

16. If federal funds are used by the grantee to attend a meeting and meal(s) are provided as part of the program, then the per diem applied to the travel costs must be reduced by the allotted meal costs.

17. Grantees must comply with the requirements of the National Historical Preservation Act and EO 13287, Preserve America. The HHS Grants Policy Statement provides clarification and uniform guidance regarding preservation issues and requirements (pages I-20, "Preservation of Cultural and Historical Resources"). Questions concerning historical preservation please contact, Mike Daniels, SAMHSA Federal Preservation Coordinator, SAMHSA at Mike.Daniels@samhsa.hhs.gov or 240-276-0759.

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 www.samhsa.gov/grants/trafficking.aspx.

G. REPORTING REQUIREMENTS:

1. The Financial Status Report (FSR), Standard Form 269 (long form) is required on an annual basis and must be submitted no later than:

December 28, 2010

The FSR (SF 269) is required for each 12 month period. In addition, if a no-cost extension was approved a final FSR (SF 269) is due within 90 days after the end of the extension. Disbursements reported on the FSR must equal/or agree with the Final Payment Management System Report (PSC-272).

The FSR must be prepared on a cumulative basis and all program income must be reported. Include the required match on this form under Transactions (#10 a-d), Recipient's share of net outlays (#10 e-i) and Program Income (q-t) in order for SAMHSA to determine whether matching is being provided and the rate of expenditure is appropriate. If the grantee fails to meet the match adjustments to the award will be made and grantee will need to reimburse the Federal Government

for unallowed expenses. The FSR may be accessed from the following website at <http://www.whitehouse.gov/omb/grants/sf269.pdf> and the data can be entered directly on the form and the system will calculate the figures and then print, sign and mail to this office.

2. The DFC Semi-Annual Progress Reports are due to be submitted through the Coalition Online Management and Evaluation Tool (COMET) on the following dates unless otherwise instructed by ONDCP through your GPO:

May 10, 2010 and November 10, 2010

3. Grantee is required to submit an annual Coalition Classification Tool survey.

4. Submission of the Federal Cash Transactions Report PSC 272 is due 45 days after the end of each fiscal quarter. This Division of Payment Management report is completed online. To access the information and review the exact due dates go to www.dpm.psc.gov.

5. The grantee must comply with Government Performance Results Act (GPRA) requirements that include the collection and periodic reporting of performance data as specified in the RFA or by the GPO. This information is needed in order to comply with PL 102-62 which requires that ONDCP report evaluation data to ensure the effectiveness and efficiency of its programs.

4. Submission of audit reports in accordance with the procedures established in OMB Circular A-133 is required by the Single Audit Act Amendments of 1966 (P.L. 104-156). An audit is required for all entities which expend \$500,000 or more of Federal funds in each fiscal year and is due to the Federal Audit Clearinghouse within 30 days of receipt from the auditor or within nine (9) months of the fiscal year, whichever occurs first. Single Audit Reporting packages for fiscal periods ending on or after January 1, 2008 must be submitted online at: <http://harvester.census.gov/fac/collect/ddeindex.html> Audits reports with fiscal periods ending in 2002 ~ 2007 must be mailed to the following address.

Federal Audit Clearinghouse

Bureau of the Census

1201 E. 10th Street

Jeffersonville, IN 47132

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

G. INDIRECT COSTS:

If grantees want to claim indirect costs, they must have an indirect cost rate agreement; otherwise, all costs should be charged as direct costs. Grantees that have not established an indirect cost rate agreement are required to submit an indirect cost rate proposal to the appropriate regional office within 90 days from the start date of the project period. If the grantee requests indirect cost reimbursement, but does not have an approved rate agreement

at the time of award, the grantee shall be limited to a provisional rate equaling one-half of the indirect costs requested up to a maximum of 10 percent of salaries and wages only whichever is less. If the recipient fails to provide a timely proposal, indirect costs paid in anticipation of establishment of a rate must be disallowed. If a rate is approved the grantee must submit a revised budget using the process outlined in Standard Term, Section E, Number 9.

SAMHSA will not accept a research indirect cost rate. The grantee must use other-sponsored program rate or lowest rate available.

Contact the appropriate regional office of the Division of Cost Allocation to begin the process for establishing an indirect cost rate. To find a list of HHS Division of Cost Allocation Regional Offices go to www.samhsa.gov/grants/contact.aspx.

H. ENVIRONMENTAL STRATEGIES:

Coalitions are expected to develop and utilize environmental strategies based on a community systems perspective that views a community as a set of persons engaged in shared social, cultural, political, and economic processes. More specifically, environmental strategies seek to: (1) limit access to substances, (2) change the culture and context within which decisions about substance use are made, and/or (3) reduce the prevalence of negative consequences associated with substance use (such as motor vehicle crashes, sexual assaults, etc.). Specific strategies include rules and regulations, community norms, and access to alcohol and other drugs. Therefore, effective prevention requires intervention in various facets of community life that are designed to create change within a whole community.

DFC coalitions are more likely to be successful in meeting their objectives if they work collaboratively to utilize environmental strategies. Non-government funds may be used for activities or interventions directed at specific individuals or small groups, however the primary purpose of the Federal funding in a DFC grant is to strengthen the capacity of coalitions to reduce and prevent youth substance use in the community by generating positive population-level, lasting environmental change. If an applicant has identified a community need for individualized or small-group targeted 'directed activities, practices, strategies or interventions,' these should be leveraged in coordination with local partners and/or funded primarily utilizing non-Federal and/or in-kind match dollars.

All responses to special terms and conditions of award and post-award requests must be mailed to the Division of Grants Management, OPS, SAMHSA below:

For Regular Delivery:

Division of Grants Management
OPS, SAMHSA
1 Choke Cherry Road, Room 7-1091
Rockville, MD 20857

For Overnight or Direct Delivery:

Division of Grants Management
OPS, SAMHSA
1 Choke Cherry Road, Room 7-1091
Rockville, MD 20857

