

SUBRECIPIENT AGREEMENT

**AGREEMENT BETWEEN  
NEWARK BOARD OF EDUCATION AND RUTGERS UNIVERSITY  
FOR  
PROJECT AWARE Grant**

This Agreement is made and entered into this first day of October 1, 2023 (“**Agreement**”), by and between the **Newark Board of Education**, with principal offices located at **765 Broad Street, Newark, New Jersey, 07102** (hereinafter referred to as the “**District**”, “**Board**” or “**Grantee**”), and **Rutgers, The State University of New Jersey**, with its principal research administration offices located at **33 Knightsbridge Road, Piscataway, New Jersey 08854** (hereinafter referred to as the “**Subrecipient**” or “**Partner**”).

**I. RECITALS**

WHEREAS, the U.S. Department of Health and Human Services has awarded \$1,799,924, under Award Number 1H79SM088346-01 / FAIN #H79SM088346 for the Program Titled “**Substance Abuse and Mental Health Services**” (“**Notice of Award**”) incorporated herein by reference and attached hereto as Attachment 1. Funds to the Grantee under the Notice of Award will be used for activities authorized under this grant funding and described in the District’s Plan; and

WHEREAS, the District wishes to engage the Subrecipient to assist in utilizing such funds to carry out a part of the Grantee’s Federal award by committing **\$638,310** of the Grantee’s Federal award, pursuant to this Subrecipient Agreement (the “**Agreement**”); and

WHEREAS, the funds made available for use by the Subrecipient under this Agreement constitute a subaward of the Grantee’s Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations, and the terms and conditions of the Grantee’s Federal award; and

WHEREAS, the Subrecipient has legal authority to enter this agreement, and the Subrecipient’s governing body, authorizes the Subrecipient to enter this agreement with the Grantee, and by signing this agreement, to assure the Grantee that it will comply with all the requirements of the subaward described herein; and

NOW, THEREFORE, BE IT RESOLVED, the parties mutually agree to the terms described in this Agreement.

**II. GENERAL AWARD INFORMATION**

The subaward from the Grantee to the Subrecipient, which is described below, is for the purpose of carrying out a portion of a Federal award described in section I of this Agreement, and creates a Federal assistance relationship with the Subrecipient.

**III. SCOPE OF SERVICES**

A. Eligible Use of Funds

As a condition of receiving this subaward, the Subrecipient shall administer Project AWARE Newark, which includes performing all of the work described in the Budget Narrative attached hereto as Attachment 2; along with the Scope of Services attached hereto as Attachment 3 (“**Services**”). The Subrecipient shall complete the activities in a manner satisfactory to the Grantee and consistent with the terms of conditions of this Agreement and applicable Federal statutes and regulations.

## **Subrecipient Contract**

### **Prohibited Activities**

The Subrecipient may only carry out the activities described in this Agreement. The Subrecipient is prohibited from charging to the subaward the costs of ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this Agreement for political activities, inherently religious activities, or lobbying.

### **III. MONITORING OF PROGRAM PERFORMANCE**

- A. The District is responsible for monitoring the performance of the Subrecipient as necessary and in accordance with the regulations on Subrecipient Monitoring and Management, 2CFR 200.330 – 2 CFR 200.332, to ensure Subrecipient compliance with all of the requirements of this Agreement, including the timeframes and performance goals associated with the activities.
- B. The Subrecipient agrees to submit to the District regular monthly progress and financial reports of actual, approvable, reasonable and customary expenditures).

### **IV. PAYMENT**

It is expressly agreed and understood that the budget and this Agreement are cost reimbursable and the total amount to be paid by the Grantee hereunder shall not exceed **\$3,412,015** over the 5-year grant period.

The Subrecipient shall invoice the District via email to : [email address]. The District shall pay the Subrecipient within thirty (30) days of receipt of invoice.

The Subrecipient shall implement sound fiscal practices that include but are not limited to:

- A. Maintaining a financial management system that provides timely, accurate, current and complete disclosure of all financial activities related to the Agreement, in accordance with Generally Accepted Accounting Principles (GAAP).
- B. Making expenditures in strict accordance with the DOE's approved 2023-2024 Budget.
- C. Maintaining an accounting system of all financial activities related to the Agreement separate from other funding sources.
- D. Maintaining a general ledger and account reconciliation of all financial activities related to the Agreement.
- E. Make modifications to the approved budget, when appropriate, based on reasonable and customary costs and verifiable documentation.

### **V. AMENDMENT AND TERMINATION**

#### **A. Amendments**

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are approved by the Grantee's governing body, and are signed in writing

## **Subrecipient Contract**

by a duly authorized representative of the Grantee and the Subrecipient. Such amendments shall not invalidate this agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement. Amendments will generally be required when any of the following are anticipated: i) revision to the scope or objectives of the Program, including purpose or beneficiaries; ii) need to extend the availability of Grant Funds; iii) revision that would result in the need for additional funding; and iv) expenditures on items for which applicable cost principles require prior approval (see 24 CFR 570.200h for pre-award/pre-agreement costs).

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

### **B. Suspension or Termination**

The Grantee may terminate this Agreement, in whole or in part, upon sixty (60) days' notice to Subrecipient, in the event Subrecipient has failed to comply with any term, condition, requirement, or provision of this Agreement, and which Subrecipient has failed to remedy within thirty (30) days after receipt of written notice thereof. Failure to comply with any terms of this Agreement, include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

## **VI. TERM OF AGREEMENT**

The term of this Agreement shall be **October 1, 2023 to September 30, 2024**. This Agreement and its terms and conditions shall remain in effect during any period that the Subrecipient has control over grant funds provided through this Agreement.

## **VII. ADDITIONAL TERMS**

The funds available to the Subrecipient through this Agreement constitute a subaward of the Grantee's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This Agreement includes terms and conditions of the Grantee's Federal award that are imposed on the Subrecipient, and the Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this Agreement.

**1. New Jersey Law** – The Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. Any and all proceedings relating to the subject matter hereof shall be maintained in the courts sitting in New Jersey, which courts shall have exclusive jurisdiction for each purpose. The parties agree that any and all claims arising under this Agreement, or related thereto, shall be heard and determined in a court of competent jurisdiction in New Jersey.

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**2. Criminal History Background Checks** - Partner shall ensure that each worker(s), subcontractors(s), agent(s) and representative(s) assigned to a school location or to a project involving contact with children has had a criminal history background check, and that said check indicates that no criminal history record information exists on file in either the Identification Division of the Federal Bureau of Investigation or the State Bureau of Identification which would disqualify said employee from employment pursuant to N.J.S.A. 18A:6-7.1 et seq. Partner must ensure that said background checks are performed no later than thirty (30) days after execution of this Agreement. The services under this Agreement shall not begin or proceed until Partner complies with the requirements of this section. Failure to ensure that criminal history background check(s) are performed within said time limitation shall be deemed a material breach of this Agreement by Partner, and as such, serves as a basis for the Newark Board of Education to immediately terminate this Agreement.

**3. Confidentiality** – Partner and/or its agents agree to maintain all staff and student information confidentially in accordance with all New Jersey state and federal laws and regulations, including but not limited to, the Children’s Online Privacy and Protection Act (“COPPA”), the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Family Educational Rights and Privacy Act (“FERPA”), Federal Regulations (42 CFR-Part 2 and 42 CFR-Parts 160 & 164), and the N.J. Children of Substance Abusers Legislation of 1999 (N.J.S.A. 18A:40A-7.1). To the extent that any services are performed by Partner virtually using the internet or some other remote means of electronic transmission, Partner shall ensure that any online internet providers, platforms or other remote means of electronic transmission that it may use to deliver said services are sufficiently secure and adequately safeguard student information, is compliant with all relevant state and federal laws including COPPA, and must be compatible with and comply with the technical requirements of the Board’s computer network and/or must be on a Board pre-approved online platform.

**4. Indemnification** - Subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, Partner shall be responsible for and defend itself against any and all suits, claims, losses, demands or damages of whatsoever kind or nature arising out of or in connection with any act or omission of its employees, agents or officers, in the performance of its obligations assumed pursuant to this Agreement. Partner hereby releases the Board from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal law, solely out of or in connection with Partner’s performance of the obligations assumed by it or its employees, agents or officers pursuant to this Agreement.

Subject to the provisions of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act, the Board shall be responsible for and defend itself against any and all suits, claims, losses, demands or damages of whatsoever kind or nature arising out of or in connection with any act or omission of its employees, agents or officers, in the performance of this Agreement. The Board hereby releases Partner from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal law, solely out of or in connection with the Board’s performance of the obligations assumed by it or its employees, agents or officers pursuant to this Agreement,

**5. Term/Termination for Convenience** – The term of this contract is for the grant period of 2023-2028 school year. Either party may terminate the Agreement for convenience with thirty (30) days written notice to the other party. Provided that should Grantee terminate the Agreement, Subrecipient shall be compensated for all costs and noncancellable commitments incurred up to the date of termination.

**6. Insurance** – Subrecipient shall procure and continue to maintain for the duration of the Agreement the requisite insurance to cover its and its officers, employees and agents, that is typically maintained by like entities, which cover the

## Subrecipient Contract

obligations under this Agreement. Partner represents and covenants that all work provided hereunder will be performed by persons who are licensed, certified and experienced to furnish the Board with these services.

The Newark Board of Education is to be added as an **additional insured** but only as our interests may appear on all Certificates of Insurance as indicated below.

Subrecipient agrees to obtain insurance or maintain self insurance for the coverages and amounts specified below for the entire Period of Performance, including all extensions thereof:

1. A program of self insurance covering its statutory obligations under the laws of the State of New Jersey;
2. Employers Liability Insurance (which shall not contain an occupational disease exclusion) \$500,000 combined single limit per accident, disease per employee and policy limit;
3. Commercial General Liability Insurance: \$500,000 combined single limit per occurrence for bodily injury and property damage;
4. Business Automobile Liability Insurance for owned, hired or non-owned vehicles used in performance under this Agreement: \$500,000 combined single limit per accident for bodily injury and property damage;
5. Professional Liability Errors and Omissions Insurance: \$1,000,000 limit per accident for bodily injury and death, \$3,000,000 annually, in the aggregate.

**7. Independent Entities** – None of the provisions of the Agreement are intended to create nor shall be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purposes of effecting the provisions of the Agreement. Neither of the parties, hereto, nor any of their respective officers, directors or employees, shall be construed to be the agent, employee or the representative of the other.

**8. Compliance with local and federal laws** – Both parties agree to comply with all federal, state, and local laws applicable to this Agreement. Partners also agrees that it will not discriminate under federal and New Jersey state law based on race, color, religion, sex, sexual orientation, national origin or physical or mental handicap.

**9. Compliance with Board Policies and Procedures** – Partner shall ensure that each worker(s), subcontractors(s), agent(s) and representative(s) assigned to a school location or to a project involving contact with children will comply with the Board's Conduct policy as well as all local, state and federal laws and regulations, including those related to public health. Partner also agrees to abide by any safety regulations, executive orders and/or state mandates that may be issued by any state or federal agency governing and/or relating to maintaining the public health and safety including, but not limited to, the use of temperature checks, masks, gloves and social distancing. Should any of Partner's worker(s), subcontractors(s), agent(s) and/or representative(s) violate any Board policy or public health and safety policy, the Board retains the right to request and have Partner remove said worker(s), subcontractors(s), agent(s) and representative(s) from the school location and/or the program altogether.

**10. Publication and Inventions** - The District agrees that Partner shall be permitted to present at symposia, national or regional professional meetings, to copyright and to publish in journals, theses or dissertations, or otherwise of their own choosing, methods and results of the research. In order to permit the District an opportunity to determine if patentable inventions will thereby be disclosed, the Partner will provide the District with copies of articles, written by research personnel reporting on the research prior to submission for publication. If the District wishes to request that the publication be delayed so that a patent application may be filed on an invention disclosed in such publication, the District shall so notify Partner in writing within thirty (30) days of receipt of the proposed publication from Partner.

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The parties do not anticipate that inventions will result from the performance of the Services. However, if any inventions are made, conceived or reduced to practice, whether patentable or not, inventorship of all patentable inventions shall be determined in accordance with United States patent law.

**11. Modifications** – This Agreement may only be amended or modified by mutual written consent of the parties.

**12. Availability of Funds** – The parties recognize that payments by the District to the Subrecipient under this Agreement are expressly dependent upon, and subject to the availability of grant funds. The Subrecipient is aware that the District's receipt of grant funds is expressly conditional upon allocation, review and approval by the Department of Health and Human Services.

**13. Assignment** – This Agreement is not assignable by either party without the prior written consent of the other party. Any and all assignments not made in accordance with this Section 12 are void.

**14. Counterparts** - This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. An electronic signature will be deemed sufficient to constitute an original signature.

**15. Notices** – Any notice required or permitted to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if sent by first class certified or registered mail or if delivered by express delivery service to the following addresses of either party:

**DISTRICT:**

Newark Board of Education  
765 Broad Street  
Newark, New Jersey 07102

Attn: Michelina Thornton

**SUBRECIPIENT:**

Office for Research  
Rutgers, The State University of New Jersey  
33 Knightsbridge Road, 2<sup>nd</sup> Floor East  
Piscataway, New Jersey 08854  
ATTN: Executive Director, Research Contract Services

With a copy to: [ru-researchcontracts@research.rutgers.edu](mailto:ru-researchcontracts@research.rutgers.edu)

[signatures on next page]

**Subrecipient Contract**

**THE UNDERSIGNED**, as authorized officials on behalf of both parties, have executed this Agreement, which shall be effective as of the date of the execution hereof on behalf of the Grantee (“Effective Date”).

**RUTGERS, THE STATE UNIVERSITY**

**NEWARK BOARD OF EDUCATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Board President: Hasani Council

Title: \_\_\_\_\_

Title: Board President

Date:

Date:



**Department of Health and Human Services**  
 Substance Abuse and Mental Health Services Administration  
 Center for Mental Health Services

**Notice of Award**  
 FAIN# H79SM088346  
**Federal Award Date**  
 08/10/2023

<p><b>Recipient Information</b></p> <p><b>1. Recipient Name</b>                  NEWARK PUBLIC SCHOOLS                  765 BROAD ST                  NEWARK, NJ 07102</p> <p><b>2. Congressional District of Recipient</b>                  10</p> <p><b>3. Payment System Identifier (ID)</b>                  1226002140A1</p> <p><b>4. Employer Identification Number (EIN)</b>                  226002140</p> <p><b>5. Data Universal Numbering System (DUNS)</b>                  040740334</p> <p><b>6. Recipient's Unique Entity Identifier</b>                  LM21E5RGZJL8</p> <p><b>7. Project Director or Principal Investigator</b>                  Michelina Thornton                   mthornton@nps.k12.nj.us                  973-424-4412</p> <p><b>8. Authorized Official</b>                  Ms. Valerie Wilson                  vwilson@nps.k12.nj.us                  973-733-8467</p>	<p style="text-align: center;"><b>Federal Award Information</b></p> <p><b>11. Award Number</b>                  1H79SM088346-01</p> <p><b>12. Unique Federal Award Identification Number (FAIN)</b>                  H79SM088346</p> <p><b>13. Statutory Authority</b>                  Sec 520A(42USC290bb-32) &amp; Sec 520B (42USC290bb-33), PHS Act</p> <p><b>14. Federal Award Project Title</b>                  Project AWARE Newark</p> <p><b>15. Assistance Listing Number</b>                  93.243</p> <p><b>16. Assistance Listing Program Title</b>                  Substance Abuse and Mental Health Services_Projects of Regional and National Significance</p> <p><b>17. Award Action Type</b>                  New Competing</p> <p><b>18. Is the Award R&amp;D?</b>                  No</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <th colspan="2" style="text-align: center;">Summary Federal Award Financial Information</th> </tr> <tr> <td colspan="2" style="background-color: #e0e0e0;"><b>19. Budget Period Start Date 09/30/2023 – End Date 09/29/2024</b></td> </tr> <tr> <td><b>20. Total Amount of Federal Funds Obligated by this Action</b></td> <td style="text-align: right;">\$1,799,924</td> </tr> <tr> <td style="padding-left: 20px;">20a. Direct Cost Amount</td> <td style="text-align: right;">\$1,716,420</td> </tr> <tr> <td style="padding-left: 20px;">20b. Indirect Cost Amount</td> <td style="text-align: right;">\$83,504</td> </tr> <tr> <td><b>21. Authorized Carryover</b></td> <td></td> </tr> <tr> <td><b>22. Offset</b></td> <td></td> </tr> <tr> <td><b>23. Total Amount of Federal Funds Obligated this budget period</b></td> <td style="text-align: right;">\$1,799,924</td> </tr> <tr> <td><b>24. Total Approved Cost Sharing or Matching, where applicable</b></td> <td style="text-align: right;">\$0</td> </tr> <tr> <td><b>25. Total Federal and Non-Federal Approved this Budget Period</b></td> <td style="text-align: right;">\$1,799,924</td> </tr> <tr> <td colspan="2" style="border-top: 1px dashed black;"></td> </tr> <tr> <td colspan="2" style="background-color: #e0e0e0;"><b>26. Project Period Start Date 09/30/2023 – End Date 09/29/2028</b></td> </tr> <tr> <td><b>27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period</b></td> <td style="text-align: right;">\$1,799,924</td> </tr> </table> <p><b>28. Authorized Treatment of Program Income</b>                  Additional Costs</p> <p><b>29. Grants Management Officer - Signature</b>                  Eileen Bermudez</p>	Summary Federal Award Financial Information		<b>19. Budget Period Start Date 09/30/2023 – End Date 09/29/2024</b>		<b>20. Total Amount of Federal Funds Obligated by this Action</b>	\$1,799,924	20a. Direct Cost Amount	\$1,716,420	20b. Indirect Cost Amount	\$83,504	<b>21. Authorized Carryover</b>		<b>22. Offset</b>		<b>23. Total Amount of Federal Funds Obligated this budget period</b>	\$1,799,924	<b>24. Total Approved Cost Sharing or Matching, where applicable</b>	\$0	<b>25. Total Federal and Non-Federal Approved this Budget Period</b>	\$1,799,924			<b>26. Project Period Start Date 09/30/2023 – End Date 09/29/2028</b>		<b>27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period</b>	\$1,799,924
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**30. Remarks**  
 Acceptance of this award, including the "Terms and Conditions," is acknowledged by the recipient when funds are drawn down or otherwise requested from the grant payment system.





FY23 Project AWARE  
Department of Health and Human Services  
Substance Abuse and Mental Health Services Administration  
Center for Mental Health Services

Notice of Award

**Issue Date:** 08/10/2023

**Award Number:** 1H79SM088346-01  
**FAIN:** H79SM088346  
**Program Director:** Michelina Thornton

**Project Title:** Project AWARE Newark

**Organization Name:** NEWARK PUBLIC SCHOOLS

**Authorized Official:** Ms. Valerie Wilson

**Authorized Official e-mail address:** vwilson@nps.k12.nj.us

**Budget Period:** 09/30/2023 – 09/29/2024

**Project Period:** 09/30/2023 – 09/29/2028

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$1,799,924 (see “Award Calculation” in Section I and “Terms and Conditions” in Section III) to NEWARK PUBLIC SCHOOLS in support of the above referenced project. This award is pursuant to the authority of Sec 520A(42USC290bb-32) & Sec 520B (42USC290bb-33), PHS Act and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

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

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

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

Sincerely yours,  
Eileen Bermudez  
Grants Management Officer  
Division of Grants Management

See additional information below

**SECTION I – AWARD DATA – 1H79SM088346-01**

**Award Calculation (U.S. Dollars)**

Personnel(non-research)	\$191,600
Fringe Benefits	\$112,143
Travel	\$2,000
Supplies	\$5,600
Contractual	\$1,405,077
<b>Direct Cost</b>	<b>\$1,716,420</b>
<b>Indirect Cost</b>	<b>\$83,504</b>
<b>Approved Budget</b>	<b>\$1,799,924</b>
<b>Federal Share</b>	<b>\$1,799,924</b>
<b>Cumulative Prior Awards for this Budget Period</b>	<b>\$0</b>
<b>AMOUNT OF THIS ACTION (FEDERAL SHARE)</b>	<b>\$1,799,924</b>

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
1	\$1,799,924
2	\$1,799,914
3	\$1,799,994
4	\$1,799,992
5	\$1,799,995

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

**Fiscal Information:**

<b>CFDA Number:</b>	93.243
<b>EIN:</b>	1226002140A1
<b>Document Number:</b>	23SM88346A
<b>Fiscal Year:</b>	2023

<b>IC</b>	<b>CAN</b>	<b>Amount</b>
SM	C96J045	\$1,799,924

IC	CAN	2023	2024	2025	2026	2027
SM	C96J045	\$1,799,924	\$1,799,914	\$1,799,994	\$1,799,992	\$1,799,995

**SM Administrative Data:**

**PCC:** AWARE-23 / **OC:** 4145

**SECTION II – PAYMENT/HOTLINE INFORMATION – 1H79SM088346-01**

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-

447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

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### SECTION III – TERMS AND CONDITIONS – 1H79SM088346-01

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

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 75 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

#### **Treatment of Program Income:**

Use of program income – Additive: Recipients will add program income to funds committed to the project to further eligible project objectives. Sub-recipients that are for-profit commercial organizations under the same award must use the deductive alternative and reduce their subaward by the amount of program income earned.

In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

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### SECTION IV – SM SPECIAL TERMS AND CONDITIONS – 1H79SM088346-01

## **REMARKS**

#### **New Award**

1. This Notice of Award (NoA) is issued to inform your organization that the application submitted through the Notice of Funding Opportunity (NOFO) No. **SM-23-001 FY 2023 Project AWARE (Advancing Wellness and Resiliency in Education)** has been selected for funding has been selected for funding.

**1a)** This award reflects **\*conditional** approval of the budget submitted *April 28, 2023* by your Organization.

*\*See Special Condition of Award below*

**2. Recipients are expected to plan their work to ensure that funds are expended within the 12-month budget period reflected on this Notice of Award.** If activities proposed in the approved budget cannot be completed within the current budget period, SAMHSA cannot

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guarantee the approval of any request for carryover of remaining unobligated funding.

**3. All responses to award terms and conditions must be submitted as .pdf documents in eRA Commons.** For more information on how to respond to tracked terms and conditions or how to submit a post award amendment request please refer to <https://www.samhsa.gov/grants/grants-training-materials> under heading Grant Management Reference Materials for Grantees.

**4. All Post-Award Amendments must be submitted in eRA Commons for prior approval.**

Please refer to the SAMHSA website for specific SAMHSA guidance on how to submit a post-award amendment in eRA Commons: <https://www.samhsa.gov/grants/grants-management/post-award-amendments>

Prior approval is required for, but is not limited to: a change in key personnel and level of effort, a budget revision, a change in scope, a formal carryover request, and a no cost extension. Reference the full prior approval term on the SAMHSA website under Standard Terms and Conditions at: <https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions>.

Technical questions regarding the submission of a post-award amendment in eRA Commons should be directed to the eRA Service Desk: <http://grants.nih.gov/support>.

**5. Register Program Director/Project Director (PD) in eRA Commons:**

If you have not already done so, you must register the PD in eRA Commons to assign a Commons ID. Once the PD has received their Commons ID, please send this information to your Grants Management Specialist. You can find additional guidance on Managing eRA User Accounts at <https://www.samhsa.gov/grants/grants-training-materials/managing-user-accounts>.

**6. Key Personnel**

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

- ***Michelina Thornton, Project Director @ 100% Level of Effort***
- ***To be named, Project Manager @ 100% Level of Effort***
- ***To be named, SEA Project Coordinator @ 25% Level of Effort***
- ***To be named, SMHA Coordinator @ 25% Level of Effort***

Organizations receiving Federal Funds may not exceed 100% level of effort for any program staff member (Key Personnel or otherwise) across all federally funded sources.

Any changes to Key Personnel including level of effort involving separation from the project for any continuous period of three months or longer, or a reduction in time dedicated to the project of 25% or more requires prior approval and must be submitted as a post-award amendment in eRA Commons.

Note: If an organization is awarded a grant and chooses to move forward with hiring an individual for a Key Personnel position before receiving SAMHSA's formal approval, this will be done at the organization's own risk.

For additional information on post-award amendment requirements, please visit the SAMHSA website: <https://www.samhsa.gov/grants/grants-management/post-award-amendments>.

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## **SPECIAL TERMS**

### **Implementation Plan**

By **March 30, 2024**, submit via **eRA Commons** an implementation plan for each Local Education Agency (LEA) no later than six months after award.

### **Sustainability Plan**

By **September 29, 2025**, submit via **eRA Commons** a Sustainability Plan.

### **Disparity Impact Statement (DIS)**

By **November 29, 2023**, submit via **eRA Commons** a completed **Disparity Impact Statement**.

SAMHSA's Behavioral Health Disparity Impact Statement (DIS) is a data-driven, quality improvement approach to advance behavioral health equity for all. The DIS is a grant requirement that helps grantees identify racial, ethnic, sexual, and gender minority groups at the highest risk of experiencing behavioral health disparities within their grant projects and implement a disparity reduction action plan with a quality improvement process to address and close the identified gap(s). The DIS should be consistent with the Population of Focus and Statement of Need identified in the grant application and include the components as described below. Please refer to the DIS worksheet, examples, and other resources on the SAMHSA website at: <https://www.samhsa.gov/grants/grants-management/disparity-impact-statement>

The main components of the DIS are:

- Identify and describe the behavioral health disparity within the population of focus of the grant project that experience disparate access, use, and outcomes.
- Provide a demographic table of the proposed number of individuals to be served, reached, or trained in the grant project that covers the entire grant period. Identify the data sources used to support the rationale for how the determination of the disparity was made.
- Identify the social determinants of health (SDOH) domains and the Culturally and Linguistically Appropriate Services in Health and Health Care ([CLAS](#)) Standards that the grantee organization will work to address and improve for the identified population(s) of focus.
- Develop a disparity reduction quality improvement action plan to address behavioral health disparities based on the available data on access, use, and outcomes.

In accordance with the reporting requirements outlined in the Notice of Funding Opportunity (NOFO), the grantee is required to provide an update on the project's progress towards addressing quality care of underserved populations related to the Disparity Impact Statement (DIS), barriers encountered, including challenges serving populations of focus, efforts to overcome these barriers; evaluation activities for tracking DIS efforts; and a revised quality improvement plan if the DIS does not meet the quality of care requirements as stated in the DIS.

**All responses to award terms and conditions must be submitted as .pdf documents in**

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**eRA Commons.** For more information on how to respond to tracked terms and conditions please refer to <https://www.samhsa.gov/grants/grants-training-materials> under heading **How to Respond to Terms and Conditions.**

## **SPARS**

All AWARE grant recipients are required to collect and report certain data so that SAMHSA can meet its obligation under the Government Performance and Results Act (GPRA) Modernization Act of 2010. These data are gathered using SAMHSA's Performance and Accountability Reporting System (SPARS).

AWARE grant recipients are required to:

- (1) complete Annual Goals training and enter annual goals data into SPARS by December 30, 2023; and
- (2) begin collecting and reporting data into SPARS in the second quarter (January - March 2024).

SPARS training and technical assistance will be provided post award.

## **Risk Assessment**

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

## **Conflicts of Interest Policy**

Consistent with 45 CFR § 75.112, recipients must establish written policies and procedures to prevent employees, consultants, and others (including family, business, or other ties) involved in grant-supported activities, from involvement in actual or perceived conflicts of interest. The policies and procedures must:

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

## **Flow Down of Requirements to Subrecipients**

The recipient, as the awardee organization, is legally and financially responsible for all aspects of this award including funds provided to subrecipients, in accordance with 45 CFR § 75.351 – 75.352, Subrecipient Monitoring and Management.

## **Subaward Agreements**

Subaward Agreements are considered subrecipients as they participate in accomplishing the

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award's objectives and therefore must have executed subaward agreements in place. Subaward agreements must include all award requirements and clearly state that requirements flow down to the subrecipient. When established, the subaward agreements between your organization and the subrecipients should also include as a term and condition, the requirements cited below concerning Standards for Financial Management and Consistent Treatment of Costs.

## **SPECIAL CONDITIONS**

### **Revised Budget**

By **October 30, 2023**, submit a revised detailed budget and budget justification via eRA Commons.

Please submit a revised budget that addresses the following concerns:

1. **Year 1 budget only:** Provide a detailed budget and budget justification that includes only year 1 costs. Please ensure the submission only covers proposed expenditures for the budget period 9/30/2023 - 9/29/2024, not to exceed \$1,799,924.
2. **Contractual:** Provide detailed budgets for the subcontracts to Youth Development Clinic (YDC) and Effective School Solutions, LLC.
3. **Funding Limitations:** Complete the summary table for Funding Limitations/Restrictions in accordance with the NOFO, and capture all year 1 costs associated with data collection, performance measurement, and performance assessment, including incentives for participating in the required data collection follow-up (e.g. program evaluator salary, fringe benefits, travel, etc. as applicable).
  - o The funding restrictions for this project are as follows: No more than 15 percent of the total award for the budget period may be used for data collection, performance measurement, and performance assessment.

**To expedite review of your revised year 1 detailed budget and budget justification, it is highly recommended you use the SAMHSA Budget Template.** Please ensure all budgetary details (e.g. itemized cost breakdowns and narrative justifications for each cost line item) are included within the SAMHSA Budget Template. The SAMHSA Budget Template may be retrieved at the following link: <https://www.samhsa.gov/grants/grants-management/post-award-amendments#pdf-budget-template>

**All responses to award terms and conditions must be submitted as .pdf documents in eRA Commons.** For more information on how to respond to tracked terms and conditions please refer to <https://www.samhsa.gov/grants/grants-training-materials> under heading **How to Respond to Terms and Conditions.**

### **System for Award Management (SAM) Exclusions**

**By October 30, 2023, submit via eRA Commons.**

SAMHSA has conducted a review of one or more of the key staff for this award (Authorized Organization Representative (AOR)), Project Director, Business Official, and Key Personnel identified on the SF-424 or required by the Funding Opportunity Announcement and included in the submitted application. A SAMHSA review of the General Services Administration System for Award Management (SAM) (<http://sam.gov>) has identified individual that is potentially excluded from participation in Federal programs or activities per [2 CFR Part 180](#).

Your organization must review and certify the person identified in the RESPONSE REGARDING POTENTIAL EXCLUDED INDIVIDUAL LETTER. If the individual is the same

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person, a prior approval request for a change in key personnel must be submitted because excluded individuals are not permitted to be involved with or receive payments under federal grant awards. Work performed by excluded (suspended or debarred) individuals is at the organizations own risk.

Failure to comply with this Special Condition of Award may result in SAMHSA initiating additional actions in accordance with [45 CFR 75.371](#), Remedies for noncompliance.

**All responses to award terms and conditions must be submitted as .pdf documents in eRA Commons.** For more information on how to respond to tracked terms and conditions please refer to <https://www.samhsa.gov/grants/grants-training-materials> under heading **How to Respond to Terms and Conditions.**

## RESPONSE REGARDING POTENTIAL EXCLUDED INDIVIDUAL LETTER

\*The response must be provided on your organization's letterhead.\*

### RESPONSE REGARDING POTENTIAL EXCLUDED INDIVIDUAL

Name and role of individual in question: **Valerie Wilson, Authorized Representative**

Based on the entry of the name and address of the employee in question, into the SAM exclusions search, we found that he/she (check the appropriate response below):

\_\_\_\_ is not the same individual.

\_\_\_\_ is the same individual. A prior approval for a change in key personnel will be submitted following the instructions at: <https://www.samhsa.gov/grants/grants-management/post-award-changes/key-staff-level-effort>.

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AOR Print Name/ Title/ Organization

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AOR Signature/ Date

## SAM Exclusion Search Instructions

1. Navigate to <https://sam.gov/content/exclusions>
2. Click on "**Advanced Search**".
3. Click on the "**Excluded Individual**" drop down arrow.
4. Enter the full name of the individual (including middle name or middle initials) and click the "**Add Individual**" button. The result(s) will display on the right.
5. Click the hyperlinked name of the individual(s) returned in the search results to access more exclusion details for review.
6. If you have a street address for the individual, scroll down to the "**Verify Address**" section and enter the address to see if it is an exact match to either a primary or alternate



- 
- address.
7. Click the “**Verify**” button and the system will indicate whether a match is found. “**No Match**” will be displayed if no match is found.
  8. Click the “**Reset**” button to clear the address form and other address you may have for the individual and repeat step 8.
  9. Complete the section “**RESPONSE REGARDING POTENTIAL EXCLUDED INDIVIDUAL**” on this Notice of Award Special Condition.

## **STANDARD TERMS AND CONDITIONS**

### **Annual Programmatic Progress Report**

By **December 28, 2024**, submit via eRA Commons.

The Programmatic Report is required on an annual basis and must be submitted as a .pdf to the View Terms Tracking Details page in the eRA Commons System no later than 90 days after the end of each 12-month budget period.

The Annual Programmatic Report must, at a minimum, include the following information:

- Data and progress for performance measures as reflected in your application regarding goals and evaluation activities.
- A summary of key program accomplishments to-date.
- Description of the changes, if any, that were made to the project that differ from the application for this budget period.
- Description of any difficulties and/or problems encountered in achieving planned goals and objectives including barriers to accomplishing program objectives, and actions to overcome barriers or difficulties.

Note: Recipients must also comply with the GPRA requirements that include the collection and periodic reporting of performance data as specified in the FOA or by the Grant Program Official (GPO). This information is needed in order to comply with PL 102-62, which requires that Substance Abuse and Mental Health Services Administration (SAMHSA) report evaluation data to ensure the effectiveness and efficiency of its programs.

**The response to this term must be submitted as .pdf documents in eRA Commons. Please contact your Government Program Official (GPO) for program specific submission information.**

For more information on how to respond to tracked terms and conditions please refer to <https://www.samhsa.gov/grants/grants-training-materials> under heading **How to Respond to Terms and Conditions**.

Additional information on reporting requirements is available at <https://www.samhsa.gov/grants/grants-management/reporting-requirements>.

### **Annual Federal Financial Report (FFR or SF-425)**

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All financial reporting for recipients of Health and Human Services (HHS) grants and cooperative agreements has been consolidated through a single point of entry, which has been identified as the Payment Management System (PMS). The Federal Financial Report (FFR or SF-425) initiative ensures all financial data is reported consistently through one source; shares reconciled financial data to the HHS grants management systems; assists with the timely financial monitoring and grant closeout; and reduces expired award payments. The FFR is required on an annual basis no later than 90 days after the end of each Budget Period. The FFR should reflect cumulative amounts. Additional guidance to complete the FFR can be found at <http://www.samhsa.gov/grants/grants-management/reporting-requirements>.

SAMHSA reserves the right to request more frequent submissions of FFRs. If so, the additional submission dates will be shown below.

Your organization is required to submit an FFR for this grant funding as follows:

- **By December 28, 2024**, submit the Federal Financial Report (FFR)/(SF-425).
  - The grant recipient staff member(s) responsible for FFR preparation, certification and submission of the FFR must either submit a request for New User Access or Update User Access to the FFR Module as applicable. Refer to the PMS User Access website <https://pms.psc.gov/grant-recipients/user-access.html> for information on how to submit a New User Access, Update User Access or Deactivate User Access. You can also view PMS' Video on how to request new user access @ <https://youtu.be/kdoqaXfiu0> and PDF resource with instructions on Requesting Access @ [https://pms.psc.gov/forms/New-User-Request\\_Grantee.pdf](https://pms.psc.gov/forms/New-User-Request_Grantee.pdf)
  - Instructions on **how to submit a FFR via PMS** are available at <https://pmsapp.psc.gov/pms/app/help/ffr/ffr-grantee-instructions.html> (The user must be logged in to PMS to access the link). Updates to the FFR instructions effective 4/1/2022 are also available @ <https://pms.psc.gov/grant-recipients/ffr-updates.html>
  - While recipients must submit the FFR in PMS, the FFR can also be accessed by connecting seamlessly from the eRA Commons to PMS by clicking the "Manage FFR" link on the "Search for Federal Financial Report (FFR)" page in eRA Commons, which will redirect to PMS. SAMHSA will not accept FFRs submitted by email or uploaded as an attachment into eRA. To access the "Manage FFR" link in eRA Commons, the individual must be registered in eRA Commons and assigned the Financial Status Reporter (FSR) role for their organization. The individual assigned the FSR role is responsible for reporting the statement of grant expenditures for their organization. Refer to the [Managing User Accounts: Add or Remove Roles, Unaffiliate Account](#) document for instructions on how to assign a the FSR role.

**If you have questions about how to set up a PMS account for your organization, please contact the PMS Help Desk at [PMSSupport@psc.hhs.gov](mailto:PMSSupport@psc.hhs.gov) or 1-877-614-5533.**

**Note:** Recipients will use PMS to report all financial expenditures, as well as to drawdown funds; SAMHSA recipients will continue to use the eRA Commons for all other grant-related matters including submitting progress reports, requesting post-award amendments, and accessing grant documents such as the Notice of Award.

## Standard Terms for Awards

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Your organization must comply with the Standard Terms and Conditions for the Fiscal Year in which your grant was awarded. The Fiscal Year for your award is identified on your Notice of Award. SAMHSA's Terms and Conditions Webpage is located at:  
<https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions>.

### **Standards for Financial Management**

Recipients and subrecipients are required to meet the standards and requirements for financial management systems set forth in 45 CFR part 75 Subpart D. The financial systems must enable the recipient and subrecipient to maintain records that adequately identify the sources of funds for federally assisted activities and the purposes for which the award was used, including authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and any program income. The system must also enable the recipient and subrecipient to compare actual expenditures or outlays with the approved budget for the award. SAMHSA funds must retain their specific identity – they may not be commingled with non-federal funds or other federal funds. “Commingling funds” typically means depositing or recording funds in a general account without the ability to identify each specific source of funds with related expenditures.

### **Reasonable Costs for consideration**

Recipients must exercise proper stewardship over Federal funds and ensure that costs charged to awards are allowable, allocable, reasonable, necessary, and consistently applied regardless of the source of funds according to “Reasonable Costs” consideration per 2 CFR § 200.404 and the “Factors affecting allowability of costs” per 2 CFR § 200.403. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.

### **Consistent Treatment of Costs**

Recipients must treat costs consistently across all federal and non-federal grants, projects and cost centers. Recipients may not direct-charge federal grants for costs typically considered indirect in nature, unless done consistently. If part of the indirect cost rate, then it may not also be charged as a direct cost. Examples of indirect costs include (administrative salaries, rent, accounting fees, utilities, office supplies, etc.). If typical indirect cost categories are included in the budget as direct costs, it is SAMHSA’s understanding that your organization has developed a cost accounting system adequate to justify the direct charges and to avoid an unfair allocation of these costs to the federal government. Also, note that all awards are subject to later review in accordance with the requirements of [45 CFR 75.364](#), [45 CFR 75.371](#), [45 CFR 75.386](#) and [45 CFR Part 75, Subpart F](#), Audit Requirements.

### **Compliance with Award Terms and Conditions**

FAILURE TO COMPLY WITH THE ABOVE STATED TERMS AND CONDITIONS MAY RESULT IN ACTIONS IN ACCORDANCE WITH [45 CFR 75.371](#), REMEDIES FOR NON-COMPLIANCE AND [45 CFR 75.372](#) TERMINATION. THIS MAY INCLUDE WITHHOLDING PAYMENT, DISALLOWANCE OF COSTS, SUSPENSION AND DEBARMENT, TERMINATION OF THIS AWARD, OR DENIAL OF FUTURE FUNDING.

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

### **Staff Contacts:**

Jennifer Treger, Program Official

**Phone:** 240-276-1892 **Email:** [jennifer.treger@samhsa.hhs.gov](mailto:jennifer.treger@samhsa.hhs.gov)

Ernest Stevens, Grants Specialist

**Phone:** (240) 276-0631 **Email:** [Ernest.Stevens@samhsa.hhs.gov](mailto:Ernest.Stevens@samhsa.hhs.gov) **Fax:** (240) 276-1430

Attachment 2 - Budget Narrative  
Rutgers University Budget Justification

**A. Personnel:**

**FEDERAL REQUEST**

<b>Position</b>	<b>Name</b>	<b>Annual Salary/Rate</b>	<b>Level of Effort</b>	<b>Total Federal Amount Requested.</b>
(1) MTSS Implementation Director	Emily Graybill, Ph.D. AY Effort	Year 1 : \$120,000 Year 2: \$123,600 Year 3: \$127,308 Year 4: \$131,127 Year 5: \$135,061	Year 1 : 12.5% Year 2: 25% Year 3: 25% Year 4: 25% Year 5: 25%	Year 1 : \$15,000 Year 2: \$30,900 Year 3: \$31,827 Year 4: \$32,782 Year 5: \$33,765
(2) MTSS Implementation Director	Emily Graybill, Ph.D. Summer Effort	Year 1 : \$120,000 Year 2: \$123,600 Year 3: \$127,308 Year 4: \$131,127 Year 5: \$135,061	Year 1 : 3 Sum Year 2: 2 Sum Year 3: 2 Sum Year 4: 2 Sum Year 5: 2 Sum	Year 1 : \$40,000 Year 2: \$27,467 Year 3: \$28,291 Year 4: \$29,139 Year 5: \$30,014
(3) School Coaching PD Director	Linda Reddy, PhD	Year 1: \$211,328 Year 2: \$217,668 Year 3: \$224,198 Year 4: \$230,924 Year 5: \$237,852	Year 1 : 12.5% Year 2 : 12.5% Year 3 : 12.5% Year 4 : 12.5% Year 5 : 12.5%	Year 1: \$26,416 Year 2: \$27,208 Year 3: \$28,025 Year 4: \$28,865 Year 5: \$29,731
(4) School Coaching PD Director	Linda Reddy, PhD. Summer Effort	Year 1: \$211,328 Year 2: \$217,668 Year 3: \$224,198 Year 4: \$230,924 Year 5: \$237,852	Year 1 : 2 Sum Year 2: 2 Sum Year 3: 2 Sum Year 4: 2 Sum Year 5: 2 Sum	Year 1: \$46,962 Year 2: \$48,371 Year 3: \$49,822 Year 4: \$51,316 Year 5: \$52,856
(5) MTSS Implementation Project Coordinator	TBD	Year 1: \$80,000 Year 2: \$82,400 Year 3: \$84,872 Year 4: \$87,418 Year 5: \$90,041	100%	Year 1: \$80,000 Year 2: \$82,400 Year 3: \$84,872 Year 4: \$87,418 Year 5: \$90,041
(6) Evaluation Project Coordinator	TBD	Year 1: \$80,000 Year 2: \$82,400 Year 3: \$84,872 Year 4: \$87,418 Year 5: \$90,041	100%	Year 1: \$80,000 Year 2: \$82,400 Year 3: \$84,872 Year 4: \$87,418 Year 5: \$90,041
(7) Business Support	TBD	Year 1: \$61,800 Year 2: \$63,654 Year 3: \$65,564 Year 4: \$67,531 Year 5: \$69,556	20%	Year 1: \$12,360 Year 2: \$12,731 Year 3: \$13,113 Year 4: \$13,506 Year 5: \$13,911

<b>SALARIES GRAND TOTAL FOR ALL YEARS</b>	<b>\$ 1,603,840</b>
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**B. Fringe Benefits: \$853,852**

**Fringe Breakdown**

<b>Component</b>	<b>Percentage Rate</b>
FICA	6.20%
Medicare	1.45%
TDI	0.20%
SUI/SDI	0.00%
Worker's Compensation	0.36%
Health Benefits	30.30%
Pension	29.20%
Unused Sick Leave	0.15%
Tuition Remission	0.63%
V/P & Carry Forward	-.18%
ABP Match	0.29%

**C. Travel**

**FEDERAL REQUEST**

<b>Purpose of Travel</b>	<b>Location</b>	<b>Item</b>	<b>Rate</b>	<b>Cost</b>
Transportation Support staff	New Jersey, Essex, Hudson, and surrounding counties	Gas/mileage	\$0.655 per mile and average cost per year for gas based on prior estimate	Year 1: \$0 Year 2: \$2,000 Year 3: \$2,000 Year 4: \$2,000 Year 5: \$2,000
<b>TRAVEL GRAND TOTAL</b>				<b>\$ 8,000</b>

**D. Equipment: N/A**

**E. Supplies**

**FEDERAL REQUEST**

<b>Item(s)</b>	<b>Rate</b>	<b>Cost</b>
(1) Office supplies/printing	\$2,500/ Years 2-5	Year 1: \$ 0.00 Year 2: \$ 2,500 Year 3: \$ 2,500 Year 4: \$ 2,500 Year 5: \$ 2,500
(2) Computers	\$2,800 per computer Year 1	\$11, 200
<b>SUPPLIES GRAND TOTAL</b>		<b>\$ 21,200</b>

**F. Contractual : N/A**

**G. Construction : N/A**

**H. Other : N/A**

**Indirect Cost Rate (Years 1-5): 37.2%** As per Rutgers University federally negotiated rate, on modified total direct costs (MTDC) effective 02/15/2019 on service grants.

TOTAL DIRECT COSTS YEARS 1-5: \$ 2,486,891

TOTAL INDIRECT CHARGES: \$925,124

<b>Category</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL PROJECT COST</b>
Personnel	\$300,738	\$311,477	\$320,821	\$330,446	\$340,359	\$1,603,840
Fringe	\$153,303	\$167,450	\$172,474	\$177,648	\$182,977	\$853,852
Travel	\$0.00	\$2,000	\$2,000	\$2,000	\$2,000	\$8,000
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$11,200	\$2,500	\$2,500	\$2,500	\$0	\$21,200
Contractual	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0
Total Direct Charges	\$465,241	\$483,427	\$497,795	\$512,593	\$527,836	\$2,486,891
Total Indirect Charges	\$173,070	\$179,835	\$185,180	\$190,685	\$196,355	\$925,124
Total Project Cost	\$638,310	\$663,261	\$682,974	\$703,278	\$724,191	\$3,412,015

**TOTAL PROJECT COSTS: \$3,412,015**

## Attachment 3 – Scope of Services

### SCOPE OF SERVICES

Rutgers will lead all evaluation activities for the Project AWARE Newark grant. Rutgers will also co-lead the implementation of the project deliverables in partnership with Newark Public Schools Staff.

#### **PERSONNEL JUSTIFICATION:**

- (1) MTSS Implementation Director (Dr. Emily Graybill) will provide supportive oversight of the grant, which is being led by Newark Board of Education (NBOE). The MTSS Implementation Director's primary role will be to support implementation of knowledge gaining training and consultation efforts by NBOE schools and partnering community mental health clinics into school-based practice and support maintenance of key collaborations. Dr. Graybill will report to the NBOE Project Director and collaborate with the entire NBOE team. She has extensive experience and expertise in MTSS, universal behavior screening, school mental health interventions, and implementation science with schools and community mental health clinics. Dr. Graybill will provide the NBOE targeted implementation plans, supports, and training for project sustainability. She will be responsible for communications with key stakeholders and community members, and conduct training and consultative support as needed internally and to all partners. In addition, the MTSS Implementation Director will oversee the work of the Implementation Project Coordinator, as well as work closely with NBOE to ensure compliance with goals, objectives and grant requirements. Dr. Graybill has successfully provided training and technical assistance on MTSS and universal behavior screening on Georgia's two SEA AWARE grants and has a strong record of SEA, school and community partnerships.
- (2) School Coaching PD Director (Dr. Linda Reddy) will provide supportive oversight of the grant related to job-embedded school coaching, which is being led by NBOE Project Director and implemented in all NBOE schools. The School Coaching PD Director's primary role will be to support the training of a research-based data-driven coaching model that targets school and classroom implementation of evidenced-based mental health interventions and supports that maximize student outcomes. Dr. Linda Reddy has expertise in school-based coaching models, assessment, MTSS, educator safety, and mental health for under-served school districts. She has extensive experience in school implementation science and forging effective SEA, school district and community partnerships
- (3) Implementation Project Coordinator will be responsible for supporting the MTSS Implementation Director with grant activities including community outreach and training

coordination as well as coordinating supervision for NBOE staff, community partnership activities, and all activities for Project.

- (4) (AWARE Evaluator) The Evaluation Project Coordinator will report to the MTSS Implementation (Graybill) and Coaching PD Director (Reddy) and collaborate with the NBOE Project Director and school team on all project data collection, measurement, analyses and reporting. The Evaluation Project Coordinator will provide data management and statistical consultation to the NBOE Program Director and the Implementation in all areas of program evaluation. The Evaluation Project Coordinator will be highly experienced with respect to SAMHSA evaluation and reporting requirements and will offer direct support in ensuring data are collected, housed, and analyzed in accordance with the grant plan. Evaluation, data collection, SPARS management and data analysis will be led by the Evaluation Project Director and not exceed 15% of the annual total awarded budget.
- (5) Business Support will be provided to ensure administrative operation support for all aspects of the grant including basic administration, IT support, and will manage the financial aspects of grant & will monitor the grant compliance.

#### **FRINGE BENEFITS JUSTIFICATION:**

Rutgers University has 68.60% for faculty and full-time staff salaries and 7.65% for summer salary. These rates are proposed and federally negotiated annually by the State of New Jersey. As a state entity, most of the benefits included in the State's fringe benefit rates are applicable to Rutgers' employees. Rutgers develops and submits its fringe benefit rates annually to DHHS Cost Allocation Services (DHHS-CAS), our federal cognizant audit agency for approval. Prior Year Provisional fringe benefit rates are those that are in effect until the current FY rates are approved by DHHS-CAS. Once approved, the final negotiated fringe benefit rates become effective July 1 of the fiscal year noted by the rate agreement.

#### **TRAVEL JUSTIFICATION:**

Travel includes anticipated local travel in the referral catchment area of New Jersey (Essex, Hudson, and surrounding counties). The current negotiated federal rate for local travel is \$0.655/mile and is based on previous estimates on amount of transportation support.

#### **SUPPLIES JUSTIFICATION:**

- (1) Basic office supplies for the project printing cost will be used for the operations of the clinic and will be replaced as needed.
- (2) Four laptops with docking systems and mouse will be purchased for the two Directors and two Coordinators to conduct all project activities. Costs are estimated based on the cost of 2,800 per computer.



<b>Category</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>TOTAL PROJECT COST</b>
Personnel	\$300,738	\$311,477	\$320,821	\$330,446	\$340,359	\$1,603,840
Fringe	\$153,303	\$167,450	\$172,474	\$177,648	\$182,977	\$853,852
Travel	\$0.00	\$2,000	\$2,000	\$2,000	\$2,000	\$8,000
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$11,200	\$2,500	\$2,500	\$2,500	\$0	\$21,200
Contractual	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0
Total Direct Charges	\$465,241	\$483,427	\$497,795	\$512,593	\$527,836	\$2,486,891
Total Indirect Charges	\$173,070	\$179,835	\$185,180	\$190,685	\$196,355	\$925,124
Total Project Cost	\$638,310	\$663,261	\$682,974	\$703,278	\$724,191	\$3,412,015