

Safe and Drug Free Schools and Communities County Grant Program

GENERAL TERMS AND CONDITIONS

These terms and conditions, when applicable, are to be incorporated by reference and made a part of, but not necessarily limited to, the following documents: grant project agreements, contracts, subcontracts, interagency agreements, invitations for bid, and requests for proposal for goods and services for which Safe and Drug Free Schools grant funding reimbursement is requested through the California Department of Alcohol and Drug Programs.

I Grant Project Agreement Exhibits

- A. This Agreement between the Department of Alcohol and Drug Programs (State) and the county named in the Notice of Grant Award attached hereto (Grantee) consists of the Notice of Grant Award; Project Summary, Project Budget, Assurances and Certifications, General Terms and Conditions, and the Request for Application, which is incorporated by reference.
- B. This grant is governed by the No Child Left Behind Act of 2001(NCLB), implementing regulations, and the most recent information available from the U.S. Department of Education (USDOE). The State reserves the right to amend the terms and conditions of this grant program based on future clarification by the USDOE.
- C. Each Grantee will follow the program goals and objectives, tasks and time frames as agreed upon through its application, and incorporated by reference.
- D. This Agreement is of no force or effect until signed by both parties. Grantee may not commence performance until such approval has been obtained.

II Grant Term

- A. The term of this grant agreement shall be from January 1, 2003, through December 31, 2005. However, this agreement will be valid and enforceable for subsequent years past the first year of the agreement only if sufficient funds are made available to the State by the United States Government for the federal fiscal years 2003, 2004, and 2005 for the purposes of the program, and the grantee satisfactorily complies with all requirements of the agreement.
- B. The source of funds is Safe and Drug Free Schools and Communities (SDFSC), Title IV of the NCLB. The federal funds identified in this project agreement are time limited. In order for the Grantee to receive payment from the federal funds identified in this Grant Project Agreement, the Grantee must expend funds in the timeframes identified in the project budget estimate and submit invoices and reports within the timeframes specified in this Grant Project Agreement (see VII). Failure to submit invoices and reports within the specified timeframes will result in such invoices not being paid if the time for which such funds are available has expired.
- C. Unexpended grant funds may not carry over to the next project year.
- D. The agreement will be subject to any additional restrictions, limitations, or conditions enacted by Congress or conditions that may affect the provision, terms, or funding of the agreement in any manner. If funds are not appropriated for this program, the

agreement will be terminated and have no further force and effect.

- E. It is mutually understood between the parties that this agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the agreement were executed after that determination was made.
- F. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, the State has the option to void the agreement under the 30-day cancellation clause or to amend the agreement to reflect any reduction in funds.

III Use of Funds

- A. Grantee agrees that funds provided from the grant cannot be used for construction, or to provide medical services, drug treatment, or rehabilitation.
- B. Grantee agrees that the funds may not be used for religious worship, instruction, proselytization, or for equipment and supplies to be used for any of these activities.
- C. Grantee or contractors who apply or bid for an award of \$100,000 or more shall file the required anti-lobbying certification. Each tier certifies to the tier above it that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency or any officer, employee or member of Congress in connection with the awarding, modifying, renewal or extension of any federal contract, grant, loan, cooperative agreement, or any other award covered by 31 USC 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- D. Grantees, contractors, and subcontractors are responsible for assuring that no part of any federal funds provided under this agreement shall be used by the Grantee, contractor, or subcontractor, to support lobbying activities to influence proposed or pending federal or state legislation or appropriations. This prohibition is related to the use of federal grant funds and is not intended to offset the right of the Grantee, contractor, or subcontractor, or that of any other organization, to petition Congress, or any other level of government, through the use of other resources (P.L. 107-116).
- E. Grantee is responsible for assuring that the use of funds from this grant will comply with the relevant portions of the No Child Left Behind Act of 2001 and the Education Department General Administrative Regulations (EDGAR). Further, the funds will only be used for allowable costs under the appropriate Office of Management and Budget Circular, "General Principles for Determining Allowable Costs" (OMB Circular A-87, A-122, or A-21).
- F. Grantee agrees that it has no ongoing or completed projects under agreement with other federal funding sources which duplicate or overlap any work contemplated or described in this project. It is further agreed that any pending or proposed request for other federal grant funds that would duplicate or overlap work under this project will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of federal fund expenditures subsequently determined by audit will be subject to recovery.

IV Program Implementation

Grantee must implement the program or be significantly involved in planning, directing,

implementing, evaluating, and reporting the results of the program. In no instance may the Grantee act solely as a pass-through entity for SDFSC funding.

V Grant Amendments

- A. Both Grantee and the State must agree in order to amend the agreement. Grantee may request in writing to alter the goals, objectives, or design of the project plan during the three-year grant period. Grantees must present a written request for approval to the State for all program modifications. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or arrangement not incorporated in the Agreement is binding on any of the parties. Project modifications made prior to obtaining written approval are subject to denial from the Project Coordinator, and may result in denial of payment for all charges related to the modifications made.
- B. The proposed amendments that affect the program budget shall include a revised Budget Summary and Budget Justification, and a statement of the reason and basis for the proposed change.
- C. In the event of changes in law that affect provisions of this Grant, the parties agree to amend the affected provisions to conform with the changes in law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Grant are severable and in the event of changes in law as described above, the unaffected provisions and obligations of this grant will remain in full force and effect.
- D. This agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.

VI Billing Procedures

- A. Grantees will be reimbursed in arrears for actual allowable costs incurred under this grant program.
- B. Grantees must seek reimbursement from the State by submitting a complete project invoice, which is attached and incorporated by this reference. The invoice shall include all grant-related costs for the billing period, and be submitted no more and no less frequently than once each quarter of the project year (i.e., every three months). The progress report (discussed in Section VII) must be submitted with the invoice.
- C. Invoices shall be submitted to the Project Coordinator, SDFSC County Grant Program, California Department of Alcohol and Drug Programs, Prevention Services Division, 1700 K Street, Sacramento, CA 95814.
- D. Invoices will be submitted by the project coordinator to the Alcohol and Drug Programs Accounting Section for payment only after the project coordinator has reviewed and approved the quarterly/annual progress report for the billing period covered by the invoice.
- E. The State may withhold or disallow grant payments, reduce or terminate grant funds, and/or deny future grant funding anytime a grantee fails to comply with any term or condition of the grant agreement or program guidelines. Failure to comply may include, but is not limited to, the failure to submit acceptable and timely reimbursement claims, quarterly, or annual comprehensive reports.

VII Reporting Requirements

- A. Grantees are required to submit quarterly progress reports and invoices for receipt by January 31, April 30, July 31, and October 31 of each year of project activity.
- B. Quarterly reports must include the following: a comparison of the actual accomplishments to the goals and objectives established for the period; the reasons for any variance if objectives were not met and the plans to address the variance; a fiscal report of expended grant funds; and additional pertinent information including, when appropriate, analysis and explanation of costing problems.
- C. Reports must include participant rosters containing original signatures of attendees from any workshop, training and/or conference conducted as a result of this grant.
- D. Grantees are required to submit a comprehensive report at the end of each 12-month project year. Comprehensive reports are due 30 days after the end of the project year.

VIII Subcontracts/Subgrants

Grantee may not subgrant funds. Grantee may subcontract for elements of program implementation. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

IX Audits

- A. Grantee shall comply, and shall require that subcontractors comply, with all terms and conditions of this agreement and all pertinent state and federal statutes and regulations. The State, the Comptroller General of the United States, or other authorized federal agencies and representatives, will be allowed to evaluate the quality, appropriateness, and timeliness of services performed under this grant. Any and all books, records, and facilities shall be maintained by the Grantee and subcontractors for a minimum of three (3) years after the day Grantee submits its final expenditure report/claim. These records may be inspected and copied at any time during normal business hours. Unannounced visits may be made at the discretion of the State. Employees who might reasonably have information related to such records may be interviewed. Further, Grantee agrees to include a similar right of the State and authorized federal agencies and representatives, to audit records and interview staff in any subcontract related to performance of this agreement.
- B. By accepting these grant funds, Grantee is agreeing to participate in audits as requested by the State, or authorized federal agencies and representatives, and as required by Office of Management and Budget Circular A-133. Audits may be requested for the purpose of programmatic and/or fiscal review.

X Principles of Effectiveness

The grantee agrees that the program or activity developed/implemented pursuant to this grant will be:

- 1) Based on an assessment of objective data regarding the incidence of violence and illegal drug use in the communities to be served, including an objective analysis of the current conditions and consequences regarding violence and illegal drug use that is based on ongoing local assessment or evaluation activities;
- 2) Based on an established set of performance measures aimed at ensuring that the communities to be served by the program have a safe, orderly, and drug-free environment;
- 3) Based on scientifically based research that provides evidence that the program to be used will reduce violence and illegal drug use;
- 4) Based on an analysis of the data reasonably available at the time, of the prevalence of risk factors, protective factors, buffers, assets, or other variables in communities in the state identified through scientifically based research; and
- 5) Include meaningful and ongoing consultation with and input from parents in the development of the application and administration of the program or activity.

The grantee further agrees that the program or activity will undergo a periodic evaluation to assess its progress toward reducing violence and illegal drug use. The results will be used to refine, improve, and strengthen the program, and to refine the performance measures, and will also be made available to the public.

XI Compliance Review

- A. The State will monitor counties and programs for compliance with the requirements of the grant agreement and will review strategic plans and performance reports. Each grant will be monitored to ensure quality programs, coordination of efforts, and compliance with the Principles of Effectiveness. If programs are not meeting the requirements of the grant, a plan for corrective action will be required and the State may provide technical assistance to achieve compliance or reduce or terminate the funding under the agreement.
- B. Site visits to the grantee and/or subcontractor may be as frequent as deemed necessary by the State, but shall be at least once during the three-year grant period. Site visits may be requested for the purpose of programmatic and/or fiscal review.

Appointments will be made in advance for site visits.

XII Disadvantaged business enterprise/small business affirmative steps

Grantees will take all necessary affirmative steps to assure that disadvantaged business enterprises (DBE), as defined in 49 Code of Federal Regulations 26.5, are used when possible. Affirmative steps shall include:

Placing qualified DBEs and small businesses on solicitation lists.

Assuring that DBEs and small businesses are solicited whenever they are potential

sources.

Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small businesses and DBEs.

Establishing delivery schedules, where the requirement permits, which encourage the participation by DBEs and small businesses.

Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

XIII Child Support Compliance Act

For any Agreement in excess of \$100,000, the Grantee, contractor, and subcontractors must acknowledge that they:

- 1) Recognize the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California Family Code; and
- 2) To the best of their knowledge, are fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

XIV Confidentiality of Information

- A. Grantee and its contractors or subcontractors that provide services covered by this Agreement shall comply with all state and federal statutes and regulations regarding confidentiality, including, but not limited to, the confidentiality of information requirements in 42 USC Section 290 dd-z, Part 2, Title 42, CFR; Welfare and Institutions Code (hereinafter referred to W&IC), Section 14100.2; Section 11977 of the HSC; and Title 22, California Code of Regulations (hereinafter referred to as Title 22), Section 51009.
- B. Grantee and its contractors and subcontractors shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in 42 USC Section 290 dd-z, Title 42, CFR, Part 2; W&IC, Section 14100.2; HSC, Section 11977; and Title 22, Section 51009.
- C. Grantee shall monitor compliance with the above provisions and shall include them in all subcontracts.

XV Nondiscrimination in Employment

- A. During the performance of this grant, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national

origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Grantee and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act [Government Code Section 12990 (a-f) et seq.] and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- B. In addition to state non-discrimination requirements, grantees, contractors, and subcontractors will comply with all federal statutes and implementing regulations relating to nondiscrimination. Federal nondiscrimination statutes include but are not limited to: Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin; Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap; the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability, and the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.
- C. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- D. Grantee agrees to post, and further agrees to require its contractors or subcontractors to post, in conspicuous places, notices available to all employees and applicants for employment setting forth the provisions of the Equal Opportunity Act [42 USC 2000(e)] in conformance with Federal Executive Order No. 11246.

XVI Nondiscrimination in Services

- A. By signing this Agreement, Grantee certifies under the laws of the State of California that Grantee and its contractors or subcontractors shall not unlawfully discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental disability as provided by state and federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)]; Age Discrimination Act of 1975 (42 USC 6101); Rehabilitation Act of 1973 (29 USC 794); Education Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990 (42 USC 12132); Title 45, CFR, Part 84; provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.); and regulations promulgated thereunder (Title 2, CCR, Section 7285.0 et seq.); Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135; and Title 9, Division 4, Chapter 6 of the CCR, commencing with Section 10800.
- B. For the purpose of this Agreement, discriminations on the basis of race, color, creed, national origin, sex, age, or physical or mental disability include, but are not limited to, the following: denying an otherwise eligible individual any service or providing a benefit which is different, or is provided in a different manner or at a different time, from that provided to others under this contract; subjecting any individual to segregation or separate treatment in any matter related to the receipt of any service; restricting an otherwise eligible individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating any individual

differently from others in determining whether such individual satisfied any admission, enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or benefit.

- C. Grantee shall, on a cycle of at least every three years, assess, monitor, and document each contractor's or subcontractor's compliance with the Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990 to ensure that recipients/beneficiaries and intended recipients/ beneficiaries of services are provided services without regard to physical or mental disability. Grantee shall also monitor to ensure that beneficiaries and intended beneficiaries of service are provided services without regard to race, color, creed, national origin, sex, or age.
- D. Grantee shall include nondiscrimination and compliance provisions in all subcontracts. Grantee shall establish written procedures under which service participants are informed of their rights including their right to file a complaint alleging discrimination or a violation of their civil rights. Participants in programs funded hereunder shall be provided a copy of their rights that shall include the right of appeal and the right to be free from sexual harassment and sexual contact by members of the treatment, recovery, advisory, or consultant staff.
- E. Noncompliance shall constitute grounds for the State to withhold payments under this agreement or terminate all, or any type, of funding provided hereunder.

XVII Conflict of Interest

Grantee agrees it is aware of the following provisions regarding current or former state employees. If grantee has any questions on the status of any person rendering services or involved with the agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (California Public Contracts Code Section 10410)

- 1) No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (California Public Contracts Code Section 10411)

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving state service.

If grantee violates any provisions of above paragraphs, such action by grantee, contractor,

or subcontractor shall render this agreement void. (California Public Contracts Code Section 10420)

Members of boards or commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. [California Public Contracts Code Section 10430(e)]

XVIII Resolution

Upon request, Grantee must provide the State with a copy of the resolution, order, motion, or ordinance of the local governing body that by law has authority to enter into an Agreement, authorizing execution of the Agreement.

XIX No Unlawful Use, or Unlawful Use Messages, Regarding Drugs and/or Alcohol

Grantee agrees that information produced through these funds, and which pertains to drug- and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug- or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (Health and Safety Code Section 11999). By signing this Agreement, Grantee agrees that it and its contractors and subcontractors will enforce these requirements.

XX Smoking Prohibition Requirements

Grantee shall comply, and require that subcontractors comply, with Public Law 103-227, also known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education, or library services to children under the age of 18 if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed.

XXI Hazardous Activities

Grantee shall have liability insurance sufficient to cover hazardous activities pursuant to Section 7.40 of the *State Contracting Manual* (Document 1S), incorporated by this reference. To the extent Grantee contracts or subcontracts for the provision of transportation services, Grantee is liable to determine that the contractor or subcontractor has sufficient liability insurance to meet the requirements of Section 7.40 of the *State Contracting Manual*.

XXII Adherence to Copyright Laws

A. Grantee certifies that it has appropriate systems and controls in place to ensure that state or federal funds available under this grant will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

- B. Grantee shall not be authorized to copyright the final report, any papers, interim reports, forms, other material or creative work produced under this grant, without the written approval from the State.

XXIII Disputes

If the Grantee believes that there is a dispute or grievance between the Grantee and the State arising out of or relating to this grant agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the State's representative. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

If the issue cannot be resolved informally with the State's representative, the Grantee may submit, in writing, a grievance report together with any evidence to the California Department of Alcohol and Drug Programs, Prevention Services Division Deputy Director. The grievance report must state the issues in the dispute and the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Prevention Services Division Deputy Director shall make a determination on the problem, and shall respond in writing to the Grantee indicating the decisions and the reasons therefor. Should the Grantee disagree with the Division Deputy Director's decision, the Grantee may appeal to the next level as provided in the following paragraph.

The Grantee must submit a letter of appeal to ADP's Chief Deputy Director explaining why the Deputy Director's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and the response from ADP's representative. Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Division Deputy Director's written decision. The Chief Deputy Director shall, within twenty (20) working days of receipt of the Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Chief Deputy Director shall be final.

XXIV Indemnification

Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this grant.

XXV Independent Contractor

Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

XXVI Right to Terminate

- A. The State reserves the right to terminate this agreement subject to 30 days written notice to the Grantee.
- B. However, the State can terminate the agreement immediately for cause. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the termination of the grant

agreement shall be effective as of the date indicated on the State's notification to the Grantee. The notice shall state the effective date of and reason for the termination.

- C. This agreement may be suspended or cancelled without notice, at the option of the Grantee, if the Grantee or the State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Grantee is unable to render service as a result of any action by any governmental entity.

XXVII Governing Law

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

XXVIII Debarred and Suspended Parties

Grantees, contractors, or subcontractors must not make an award or permit any award (contract or subcontract) at any tier to any party that is debarred or suspended or is otherwise excluded from or ineligible from participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."