

**COUNTY OF SAN MATEO
DEPARTMENTAL CORRESPONDENCE**

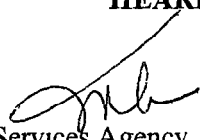
DATE: March 20, 2001

HEARING DATE March 27,2001

TO: Honorable Board of Supervisors

FROM: Maureen D. Borland, Director, Human Services Agency
 Yvonne Frazier, Alcohol and Drug Services Manager

SUBJECT: Acceptance of State of California Comprehensive Drug Court Implementation Program Grant



RECOMMENDATION:

- 1 Adopt a resolution authorizing.
 - a. Acceptance of a sixty month grant from the State of California Department of Alcohol and Drug Programs for San Mateo County's adult and juvenile drug court programs in the amount of \$1,019,550 for the period December 29, 2000 through December 28, 2005, and
 - b. Waiver of the Request for Proposals (RFP) process to allow new or amended contracts be entered into with existing drug court service providers

BACKGROUND

The Human Services Agency (HSA) Alcohol and Drug Services (ADS) submitted an application to the State of California Health and Human Services Agency, Department of Alcohol and Drug Programs for a sixty month grant. The purpose of these funds is to develop and implement a drug court system that serves substance abusing adults, juveniles, and parents of children who are detained by, or are dependents of, the juvenile court.

Agencies in San Mateo County have collaborated to provide drug court services since 1995 San Mateo County ADS and San Mateo County Superior Courts collaborate successfully offering a range of alcohol and drug treatment modalities using culturally competent and community based providers.

DISCUSSION

The Human Services Agency, Alcohol and Drug Services, in collaboration with San Mateo County Superior Courts, District Attorney, Sheriff's Office, Probation Department, Health Services Agency, Release on Own Recognizance Program, and Private Defender has requested support to maintain comprehensive services and to improve operations with new equipment. Since this grant will be utilized to sustain existing drug court services which are due to sunset, we are requesting the RFP process be waived

The goal of the enhanced Drug Court program will continue its original mission to address simultaneously the problems of drug abuse recidivism and jail overcrowding by changing the model used for dealing with the drug offenders The Drug Court program will work with defendants in a judicially supervised, treatment based model incorporating principles of immediate and progressive sanctions, combined with appropriate rewards. We expect these programs to reduce drug recidivism and its effects on the offender, the criminal justice system, and society.

San Mateo County ADS submitted a grant application to the State of California Department of Alcohol and Drug Programs for the collaboration with the California Judicial Council. On December 29, 2000, HSA Alcohol and Drug Services received a notice of grant award in the amount of \$1,019,550 for a sixty month collaborative program for the period December 29, 2000 through December 28, 2005. The grant and authorizing resolution have been reviewed and approved by the County Counsel's office.

GOALS AND OBJECTIVES:

The goal of the Drug Court Collaboration is to address simultaneously the problems of drug abuse recidivism and jail overcrowding by changing the model used for dealing with drug offenders. It is recognized that drug abuse is a treatable illness and that recovery is a complex process, sometimes marked by relapse.

- Objective 1:** Through June 30, 2005 maintain available Diversion Track services at the South County Adult Drug Court to serve sixty clients per year.
- Objective 2:** Through June 30, 2005 reduce barriers for adult and juvenile Drug Court participants by offering a range of "wrap-around" services, transportation assistance, hotel vouchers and other forms of support.
- Objective 3:** By June 30, 2001 enhance the operation of San Mateo County's adult and juvenile Drug Court programs by improving program facilities and purchasing essential equipment such as drug testing kits and computers.

PERFORMANCE MEASURES

The Drug Court program has evaluated its impact since it began in 1995. Therefore, programs are equipped to conduct process, outcome, and cost effectiveness evaluation. The following specific evaluation objectives will be achieved:

- a) Place at least 80 percent of Drug Court participants in appropriate alcohol and drug treatment services;
- b) Achieve successful completion of the full Drug Court program for at least 75 percent of Drug Court participants,
- c) Reduce drug use among Drug Court participants by at least 50 percent measured by the number of drug tests indicating positive for the presence of illegal substances.

FISCAL IMPACT:

This State of California Department of Alcohol and Drug Programs grant totals \$1,019,550 for the sixty month period December 29, 2000 through December 28, 2005. Funds are for enhancement of its Drug Court Program in the amount of \$203,910 annually, for a total of \$1,019,550. The total match for the sixty months is \$211,000. The annual match of \$42,200 for each year is in-kind from ADS (\$7,200), Probation (\$10,000), ROR (\$25,000). An Appropriation Transfer Request is being submitted under separate cover in the amount of \$87,060, which reflects the amount to be spent in fiscal year 2000/01. There are no Net County Costs associated with this grant.

Larry Bogatz, ext. 6571
cc: Penny Bennett, County Counsel

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING ACCEPTANCE OF THE CALIFORNIA DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS GRANT FOR A COMPREHENSIVE DRUG COURT IMPLEMENTATION PROGRAM (CDCI) AND WAIVING THE REQUEST FOR PROPOSAL PROCESS

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that,

WHEREAS, the Human Services Agency, Alcohol and Drug Services, in collaboration with the San Mateo County Superior Courts, District Attorney, Sheriff's Office, Probation Department, Health Services Agency, Release on Own Recognizance Program, and Private Defender submitted a grant application to the California Department of Alcohol and Drug Programs for a collaboration with the California Judicial Council, and received notice of grant award for a sixty month project to fund said services; and

WHEREAS, the grant application and award, reference to which is hereby made for further particulars, have been presented to this Board of Supervisors for its consideration and acceptance; and

WHEREAS, the grant application specifies that this grant will support maintaining existing comprehensive services and improving operations with new equipment;

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board of Supervisors, (1) accepts said grant award for and on behalf of the County of San Mateo and authorizes the Human Services Agency Director to execute any and all documents in connection therewith, and (2) waives the Request for Proposal process and authorizes Alcohol and Drug Services to initiate a commitment of collaboration with the drug court partners designated in the grant proposal.

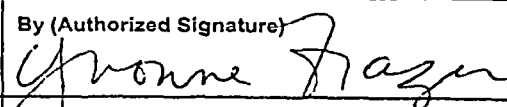
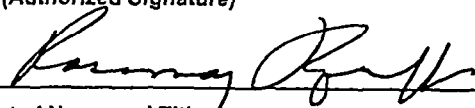
NOTICE OF GRANT AWARD

The Department of Alcohol and Drug Programs hereinafter called the Grantor hereby makes a grant award of funds for the **Comprehensive Drug Court Implementation Program** to San Mateo County Health Services 400 Harbor Blvd Bldg C Belmont, CA 94002-4047, hereinafter called the Grantee in the amount and for the purpose and duration set forth in this Grant Award

Grantee Project Director (Name Address and Telephone Number)	Grant Award Number: CDCI-00/01-41-01
	Award Period: December 29 2000 to December 28 2004
	Project Budget Period: December 29 2000 to December 28 2001
Grantee Financial Officer (Name Address and Telephone Number)	State General Fund Amount: \$203 910
	Match Amount: \$42 200
	Total Project Amount \$246110

This Grant Award consists of this Notice of Grant Award and the following attached documents incorporated into the Notice of Grant Award by reference The approved Application (proposal) submitted by a county alcohol and drug program administrator in partnership with the presiding judge, the Request for Applications the Comprehensive Drug Court Implementation Act (Health & Safety Code §11970 1 through §11970 4 inclusive) and the Terms and Conditions of the Grant Award

The Grantee hereby signifies its acceptance of this Grant Award and agrees to administer the grant project in accordance with the terms and conditions set forth in or incorporated by reference in this Grant Award

STATE OF CALIFORNIA	GRANTEE
	San Mateo County ^{HUMAN} Health Services 400 Harbor Boulevard Building C Belmont CA 94002-4047
By (Authorized Signature)	By (Authorized Signature) 
Printed Name and Title Ann Horn Acting Deputy Director Division of Administration	Printed Name and Title Yvonne Frazier County Alcohol and Drug Program Administrator
Address. 1700 K Street, 5th Floor Sacramento CA 95814	By (Authorized Signature) 
Remarks State General Funds Original \$196 941 Amended Amount \$6 969 Total State General Fund Amount \$203 910 10 Percent Match Amount \$20 391	Printed Name and Title Honorable Rosemary Pfeiffer Presiding Judge San Mateo County Superior Court 400 County Center Redwood CA 94063-94063

FOR STATE USE ONLY

Budget Revision Number:				
PCA , Index, and Object: 50015 7000 702.13	Item: #4200-101-0001	Chapter: 52	Statute: 2000	Fiscal Year: 2000-2001

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ADP ACCOUNTING OFFICER	
	Date

Notice of Grant Award Instructions

Grantee Project Director: The name, address and telephone number of the party who generally manages the Comprehensive Drug Court Implementation Program. This party should receive copies of all correspondence related to the Grant. This information is to be provided by the Grantee and must be included before the Department of Alcohol and Drug Programs will process the Grant Award.

Grant Award Number: The first set of alpha characters identifies the drug court program the second set of digits identifies the state fiscal year of the program funds, the third set of digits identifies the county receiving funds, the fourth set of digits identifies the project year, the fifth alpha character and digit pair identifies the amendment number (these digits are only included on amendments).

Award Period: The beginning and end date of the entire Comprehensive Drug Court Implementation Program Grant.

Project Budget Period: The beginning and end date that the funds within this agreement may be expended.

Grantee Financial Officer: The name, address, and telephone number of the party who should receive copies of correspondence related to fiscal aspects of the grant. This information is to be provided by the Grantee and must be included before the Department of Alcohol and Drug Programs will process the Grant Award.

State General Fund Amount: The amount of State General Funds obligated by the Grant Award Agreement for the identified Project Budget Period.

Match Amount. The amount of match included in the grant proposal for the identified Project Budget Period.

Total Project Amount: The sum total of the State General Fund Amount and the Match Amount.

Distribution: County Alcohol and Drug Program Administrator (Original)
Superior Court Presiding Judge (Original)
County Board of Supervisors (Original)
Department of Alcohol and Drug Programs, Office of Drug Court Programs (Original)
Department of Alcohol and Drug Programs, Accounting Office (Original)
Department of Alcohol and Drug Programs, Budget Office (Copy)
Department of Alcohol and Drug Programs, Contract Management Branch (Copy)

**Comprehensive Drug Court Implementation Program
Grant Award #CDCI-00/01-41-01 with San Mateo County**

TERMS AND CONDITIONS

I. Authority

Authority to grant these funds is provided under Article 4, Chapter 2 of Part 3 of Division 10.5 of the Health and Safety Code (HSC), Sections 11970.1 through 11970.4.

II. Term of Funding

- A. State General Funds in the amount shown on the Notice of Grant Award are granted beginning December 29, 2000, through December 28, 2001.

This Grant includes an increase in the award amount. This increase in funding has been identified in the "Remarks" section of the Notice of Grant Award. The increase is based upon funds made available due to ten counties not seeking funding (Request for Application, page 2, Section V.A.). These funds have been distributed to participating counties on a per capita basis. To access these funds the Grantee shall submit, to the Department of Alcohol and Drug Programs (Department) a revised five-year line item budget and budget narrative. All of the original requirements of the Request for Application remain in effect and must be adhered to. These funds will not become available until the revised budget documents are received and approved by the Department.

- B. The Grantee may be awarded additional funds on an annual basis for a total award period of up to 60 consecutive months, provided funding is available; and the Grantor determines satisfactory performance in relation to the Comprehensive Drug Court Implementation Application submitted to the State (attached and incorporated into this agreement) and the Statewide Evaluation (see Section VIII). These funds will be awarded to the Grantee through a non-competitive grant renewal process.
- C. At the end of each project budget period, the Grantee may request a no-cost time extension for unexpended funds that were not expended during the project budget period.

The request for an extension of unexpended funds must be submitted to the Project Coordinator, in writing, by the Grantee, 30 days prior to the end of the project budget period. Unexpended funds are not automatically available for expenditure beyond the project budget period. The request shall include:

1. the reason the funds were not expended during the project budget period;
2. a revised budget that separately identifies both the funds to be extended and the funds to be awarded for the following project budget period,
3. a description of any changes in the goals, objectives, and/or tasks to be supported by the extension funds during the following project budget period; and
4. signatures from the Grantee (both the County Alcohol and Drug Program Administrator and the Presiding Judge).

III. Fiscal Terms and Conditions

- A. As provided in the Comprehensive Drug Court Implementation Program Request for Applications (Section V, Subsection E), which is incorporated by this reference, allowable costs are those costs that are directly related to the Grantee's Application and presented in a budget within the Application (see Section IV below for instruction on budget modifications)
- B. As provided in the Comprehensive Drug Court Implementation Program Request for Applications (Section V, Subsection E) which is incorporated by this reference, Grantees are prohibited from supplanting existing funding for any drug court-related activity or substance abuse treatment.
- C. As provided in the Comprehensive Drug Court Implementation Program Request for Applications (Section V, Subsection H), and incorporated by this reference, Grantees are required to provide and report on the local support match contained in the Application (no less than ten percent in project years one and two and 20 percent thereafter). State General Funds may not be used to match the State General Funds supporting this Program (See Request for Application page 3, Section H).
- D. It is mutually agreed that if the State Budget Act does not appropriate sufficient funds for this Grant, this Grant shall be invalid and have no further force and effect. In this event, the Grantor shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other consideration under this Grant and the Grantee shall not be obliged to perform pursuant to any provisions of this Grant.

IV. Budget Modifications

- A. The budget format consists of budget categories and line items. There are two budget categories, Treatment-Related Costs and Court-Related and Other Costs. Line items under Treatment-Related Costs include personnel, fringe benefits, supplies, and contractual costs. Line items under Court-Related and Other Costs include personnel, fringe benefits, travel, equipment, supplies, training, and contractual costs. Instructions for budget modifications are as follows:
1. Grantees may shift up to ten percent of the total budget category amount within each distinct budget category. However, within 30 calendar days of shifting funds, the Grantee shall notify the Grantor's Project Coordinator in writing of the changes.
 2. A singular or cumulative shift in excess of 10 percent of the amount within the budget category requires prior written approval from the Grantor's Project Coordinator.
 3. Prior to a shift of funds between categories Grantees are required to submit a written request. Only upon receiving written approval, from the Grantor's Project Coordinator, may the Grantee shift funds between categories.
 4. As provided in the Comprehensive Drug Court Implementation Program Request for Applications (Attachment D), all budget modifications submitted must be jointly reviewed and approved prior to submission to the Department by the County Alcohol and Drug Program Administrator and Presiding Judge.
 5. All requests for approval of budget modifications must include the following items:
 - (a) a written statement of the modification requested;
 - (b) a detailed description of why the modification is necessary;
 - (c) the adverse effects of not approving the requested modification; and
 - (d) a revised budget with columns showing the original budget amounts, modifications, and new budget amounts.
- B. All budget modifications, excluding the modifications described in paragraph one, require preview and approval from the Grantor prior to

implementation. The Grantor reserves the right to reject any request to modify the line item budget

V. Billing Procedures

- A. Grantees will be reimbursed in arrears for actual allowable expenditures incurred under this Grant.
- B. Grantees must seek reimbursement from the Grantor by submitting a complete Comprehensive Drug Court Implementation Program Invoice – Reimbursement Claim Form which is attached and incorporated by this reference.

Invoices shall be submitted to the Project Coordinator, Comprehensive Drug Court Implementation Program, Office of Drug Court Programs
1700 K Street, Sacramento CA 95814.

- C. The Grantee must submit a single countywide Invoice - Reimbursement Claim Form, which shall include all grant-related expenditures for the billing period no more and no less frequently than once each quarter of the project budget year (i e. every three months), due 30 days after the end of each three month period.
- D. Invoice - Reimbursement Claim Forms will be processed after the Grantor has received and accepted the quarterly report for the billing period (see Section XI.A).
- E. Invoice - Reimbursement Claim Forms must be reviewed and approved by the Grantor's Project Coordinator prior to submission to the Accounting Office for payment

VI. Program Terms and Conditions

Each Grantee will follow the program goals and objectives, tasks, and time frames as outlined in their Application, and incorporated by this reference.

VII. Program Modifications

- A. Grantees may request in writing to alter the goals, objectives, design of the Application, time frames, tasks, etc., during the award period. Grantees must present a written request for approval to the Grantor's Project Coordinator for all program modifications. The Grantee must have written approval from the Grantor's Project Coordinator prior to implementing desired program modifications.
- B. All program modifications that affect the program budget must also include a budget modification request (see Section IV).

- C. The Grantor's Project Coordinator may deny requests for modifications that move the project outside of the scope of the Comprehensive Drug Court Implementation Program or impede the Statewide Evaluation of the Comprehensive Drug Court Implementation Program. Denials shall be based solely on the discretion of the Grant Project Coordinator, and not subject to appeal.
- D. Any modifications made prior to obtaining written approval are subject to denial from the Project Coordinator, which may result in denial of payment for all charges related to the modifications made.

VIII. Statewide Evaluation Requirements

- A. All Grantees will participate in the Statewide Evaluation of the Comprehensive Drug Court Implementation Program.
- B. All Grantees must provide the requested information for the statewide data collection system. This information will include, but may not be limited to, the outcome measures identified in the Comprehensive Drug Court Implementation Program Request for Applications (Section V, Paragraph G). These outcome measures are incorporated herein by this reference.

IX. Record Keeping Requirements

- A. Accurate fiscal records and supporting documentation shall be maintained by the Grantee and its sub-grantee or contractors to support all claims for reimbursement.
- B. The Grantee is responsible to retain fiscal and program records for the required retention period.
- C. Accounting records and supporting documents shall be retained for a three-year period from the date the final payment is made. When an audit has been started before the expiration of the three-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise as a result of the audit.
- D. This Grant is subject to the examination and audit by the Grantor, or the Grantor's authorized representative(s), or by the California Bureau of State Audits for a period of three years from the date final payment is made pursuant to the Grant (Gov. Code § 10532). The Grantee must allow representatives of the Grantor access to records as needed for monitoring activities and audits.

X. Audits

By accepting these grant funds, all Grantees are agreeing to participate in site visits and/or audits as requested by the Grantor. Site visits and audits may be requested for the purpose of programmatic and/or fiscal review.

XI. Reporting Requirements

- A. All Grantees are required to submit quarterly reports every three months during the project budget period, due 30 days after the end of each three-month period. These reports must include the following:
1. goals and objectives for the quarter;
 2. all goals and objectives met;
 3. all goals and objectives not met and why;
 4. obstacles or problems encountered and planned solutions;
 5. goals for the next quarter;
 6. outcome measure information, as required by the Statewide Evaluation (see Section VIII); and
 7. an Invoice - Reimbursement Claim Form of grant funds (State General Funds and match funds) expended to pay for allowable costs during the quarter (see Section V).
- B. Receipt and approval of the quarterly report is a prerequisite to processing the Invoice - Reimbursement Claim Form (see Section VII).
- C. All Grantees are required to submit a comprehensive report at the end of the project budget period. Comprehensive reports are due 30 days after the end of the project budget period and must include the following:
1. goals and objectives for the period;
 2. all goals and objectives met;
 3. all goals and objectives not met and why;
 4. outcome measure information, as required by the Statewide Evaluation (see Section VIII); and

5. a fiscal report of grant funds (State General Funds and Match Funds) expended to pay for allowable costs during the project budget period.
- D. The Grantee shall comply and require all their sub-grantees or contractors to comply with the California Alcohol and Drug Data System (CADDs), Participant (Admission and Discharge) Records (ADP Form 7360) and the California Alcohol and Drug Data System (CADDs) Provider Summary Report (ADP Form 7365) incorporated by this reference, or any automated systems subsequently developed to fulfill the Grantor's client reporting requirements.
- E. The Grantee shall comply and require all their sub-grantees or contractors to comply with the Drug and Alcohol Services Information System Uniform Facility Data Set (UFDS), incorporated by this reference, or any automated systems subsequently developed to fulfill the Grantor's facility reporting requirements.
- F. The Grantee shall comply and require all their sub-grantees or contractors to comply with the Drug and Alcohol Treatment Access Report (DATAR, a capacity management system) or any automated systems subsequently developed to fulfill the Grantor's capacity management reporting requirements.
- G. The information required within this Reporting Requirements Section shall be submitted by the Grantee in accordance with the instructions issued by the Grantor.

XII. Confidentiality of Information

- A. The Grantee shall conform to and monitor compliance with all state and federal statutes and regulations regarding confidentiality, including the confidentiality of information requirements at Part 2, Title 42, Code of Federal Regulations (CFR), Welfare and Institutions Code (W&IC), Section 14100.2; Section 11977, Division 10.5 of the (HSC); and Title 22, California Code of Regulations (CCR), Section 51009.
- B. The Grantee shall ensure that no list of persons receiving services under this Grant 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 Title 42, CFR, Part 2; W&IC, Section 14100.2; HSC, Section 11977; and Title 22, CCR, Section 51009.

XIII. Equal Opportunity Clause/Discrimination Prohibition

- A. The Grantee certifies compliance with Gov. Code, Section 12990 and CCR Title II, Division 4, Chapter 5, in matters related to the development, implementation and maintenance of a nondiscrimination program. The Grantee shall not discriminate against any employee or applicant for employment because of race religion, color, national origin, physical or mental disability, marital status, sex, or age. The Grantee will ensure that qualified applicants have equal opportunity for employment, and that qualified employees have equal opportunity during employment. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination rates of pay or other forms of compensation, career development opportunities, and selection for training, including apprenticeship.
- B. The Grantee agrees to post and further agrees to require its contractors to post, in conspicuous places notices available to all employees and applicants for employment setting forth the provisions of the Equal Opportunity Act (42 U.S.C. 2000 (e)) in conformance with Federal Executive Order No. 11246. The Grantee agrees to comply, and further agrees to require its contractors to comply with the provisions of the Rehabilitation Act of 1973 (29 U.S.C. 794)
- C. Nondiscrimination
1. By signing this contract the Grantee certifies under the laws of the State of California that the Grantee and its contractors 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 U.S.C. 2000(d)); Age Discrimination Act of 1975 (42 U.S.C. 6101); Rehabilitation Act of 1973 (29 U.S.C. 794) Education Amendments of 1972 (20 U.S.C. 1681), Americans with Disabilities Act of 1990 (42 U.S.C. 12132); Title 45, CFR, Part 84; provisions of the Fair Employment and Housing Act (Gov. Code § 12900 et seq.); and regulations promulgated thereunder (Title 2, CCR, § 7285.0 et seq); Title 2, Division 3, Article 9.5 of the Gov. Code, commencing with Section 11135; and Title 9, Division 4, Chapter 6 of the CCR, commencing with Section 10800.
 2. For the purpose of this Grant, 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 a participant any service or providing a benefit to a participant which

is different, or is provided in a different manner or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to the receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating a participant differently from others in determining whether the participant satisfied any admission, enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or benefit.

3. The Grantee shall on a cycle of at least every three years, assess, monitor and document each contractor'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. The 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.

The Grantee shall include nondiscrimination and compliance provisions in all subcontracts. The 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 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.

4. The Grantee shall conduct a self-evaluation and, where appropriate, a transition plan in accordance with the requirements contained in Title 28, CFR Section 35.105, and Title 45, CFR, Section 84.6. The self-evaluation shall include an assessment of residential alcohol and other drug services consistent with the Voluntary Compliance Agreement between the Office of Civil Rights Department of Health and Human Services, and the State. For services provided pursuant to a contract, the Grantee may perform the self-evaluation or require the contractor perform the self-evaluation. The Grantee agrees to comply with the terms and conditions contained in any applicable voluntary compliance agreements.
5. The Grantee shall keep records to document compliance with the provisions referenced in Section XIII, Subsection C, and copies of the required Notice of Client's Rights, in order for the State to

determine compliance with Section XIII, Subsection C, and with the state and federal legal requirements including the Voluntary Compliance Agreement. Upon request by the State, the Grantee shall provide such records and other data, which may include a valid and appropriate fire clearance for residential facilities, to the State within 30 calendar days.

6. No state or federal funds shall be used by the Grantee or any contractors to provide direct, immediate or substantial support to any religious activity.
7. Noncompliance with Section XIII, Subsection C, may result in withholding of payments under this contract or termination of any part of a contractor's reimbursement

XIV. Drug Free Work Place

- A. By signing this Grant, the Grantee certifies under penalty of perjury under the laws of the State of California that the Grantee will comply with the requirements of the Drug-Free Work Place Act of 1990 (Gov. Code § 8350, et seq) and will provide a drug-free work place by taking the following actions:
 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's work place, and specifying the actions that will be taken against employees for violations of the prohibitions, as required by Gov Code Sections 8355 and 8355(a).
 2. Establish a drug-free awareness program as required by Gov. Code Section 8355(b) to inform employees about all of the following:
 - (a) the dangers of drug abuse in the work place;
 - (b) the person or organization's policy of maintaining a drug-free work place;
 - (c) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) the penalties that may be imposed upon employees for drug abuse violations.

3. Provide, as required by Gov. Code Section 8355 (c), that every employee engaged in the performance of the Grant:
 - (a) Be given a copy of the Grantee's drug-free policy statement and
 - (b) As a condition of employment on the Grant, agree to abide by the terms of the statement.

B. Failure to comply with these requirements for a drug-free work place may result in suspension of payments under the Grant, or termination of the Grant, or both, and the Grantee may be subject to debarment from future state Grants if the Grantor determines that the Grantee has made false certification, or the Grantee has violated the certification by failing to carry out the requirements as noted above.

XV. No Unlawful Use or Unlawful Use Messages Regarding Alcohol and Other Drugs

The Grantee agrees that information produced through these funds, which pertains to drug and alcohol-related programs, and/or clinics, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program and/or clinic. Additionally, no aspect of a drug or alcohol-related treatment program and/or clinic, shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC § 11999 (b) and (d) through (h), et seq.). The Grantee agrees to enforce these requirements by signing this agreement.

XVI. Smoking Prohibition Requirements

The Grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994 (20 USC § 6081, et seq.), which, in part, prohibits smoking within any portion of any indoor facility (enclosed structure) owned or leased or granted 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, grant, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities and 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 in-patient drug or alcohol treatment, service providers whose sole source of applicable federal funds is Medicare or Medicaid, or facilities where the Women, Infants, and Children Program's coupons are redeemed.

XVII. Hazardous Activities

- A. The Grantee shall have liability insurance sufficient to cover hazardous activities pursuant to Section 7.40 of the State Contracting Manual.
- B. The Grantee shall maintain, at all times during the term of this Grant, insurance and bonding, for bodily injury and property damage liability combined, of not less than \$1 million per occurrence and shall otherwise comply with Section 7.40 of the State Contracting Manual.

XVIII. Remedies For Noncompliance

- A. The Grantee shall comply and shall require that all sub-grantees or contractors comply with all terms and conditions of this agreement and all pertinent state and federal statutes and regulations.
- B. If a Grantee materially fails to comply with any term or condition of the award, whether stated in a statute regulation assurance, the Request for Applications Application, Notice of Grant Award, or Terms and Conditions the Grantor may take one or more of the following actions (as appropriate in the circumstances):
 - 1. temporarily withhold cash payments pending correction of the deficiency by the Grantee or more severe enforcement action by the Grantor;
 - 2. disallow (that is, deny both use of funds and matching credit) all or part of the cost of the activity or action not in compliance;
 - 3. wholly or partly suspend or terminate the current award for the Grantee s program
 - 4. withhold further awards for the Grantee's program; or
 - 5. take other remedies that may be legally available.
- C. Prior to taking remedial action, the Grantor and Grantee shall meet to discuss the issues and explore possible mutually agreeable resolutions.
- D. In the event of a dispute that results from a failure to reach agreement on the Grantor's remedial action, the Grantee shall have a right to a hearing pursuant to the provisions of Gov. Code 11500, et seq.
- E. Costs of Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of an award are not allowable unless the Grantor expressly authorizes them in the notice of suspension or termination.

XVIII. Amendments

- A. The Grantor may amend these Terms and Conditions by providing written notice of the amendment to the Grantee 30 days prior to the implementation of the amendment.
- B. 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.

XIX. Termination

Either party may terminate this Grant Award by delivering written notice of termination to the other party at least 30 days prior to the effective date of termination. The notice shall state the effective date of and reason for the termination.