

CDCI and PSSF Common 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. Fiscal Terms and Conditions

- A. Allowable costs are those costs that are directly related to the Grantee's Application and presented in a budget within the Application (see Section III below for instruction on budget modifications), and for Promoting Safe and Stable Families (PSSF) funds, that comply with Office of Management and Budget Circular A-87, *Cost Principles for State, Local, and Indian Tribal Governments*.
- B. Grantees are prohibited from supplanting existing funding for any drug court-related activity or substance abuse treatment.
- C. 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.

III. 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 ten 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. All budget modifications submitted must be jointly reviewed and approved by the County Alcohol and Drug Program Administrator and Presiding Judge prior to submission to the Department.
 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 review and approval from the Grantor prior to implementation. The Grantor reserves the right to reject any request to modify the line item budget.

IV. Claim 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 – Reimbursement Claim Form, which is attached and incorporated by this reference.

Claims shall be submitted to:
CDCI Project Coordinator

Office of Drug Court Programs
1700 K Street
Sacramento, CA 95814.

- C. The Grantee must submit a single countywide - 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. Reimbursement Claim Forms will be processed after the Grantor has received and accepted the quarterly reports for the billing period (see Section XA).
- E. Reimbursement Claim Forms must be reviewed and approved by the Grantor's Project Coordinator prior to submission to the Accounting Office for payment.

V. 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.

VI. Program Terms and Conditions

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

VII. Audits

Audits may be requested for the purpose of programmatic and/or fiscal review.

VIII. Program Modifications

- A. Grantee may request in writing to alter the goals, objectives, design of the Application, timeframes, tasks, etc., during the award period. Grantee 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 III).
- C. The Grantor's Project Coordinator may deny requests for modifications that move the project outside of the scope of the program application 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. Denials are 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.

IX. Record Keeping Requirements

- A. Accurate fiscal records and supporting documentation shall be maintained by the Grantee and its sub-Grantees or contractors to support all claims for reimbursement.
- B. The Grantee is responsible to retain fiscal and program records for the required retention period.

X. 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 V); and
 - 7. a Reimbursement Claim Form of all grant funds and matching funds for CDCI, expended to pay for allowable costs during the quarter (see Section IV).

- B. Receipt and approval of the quarterly report is a prerequisite to processing the - Reimbursement Claim Form (see Section IV).
- 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 V); and
 - 5. a fiscal report of all grant funds and matching funds for CDCI, 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.

XI. 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, certification, 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 Grantor deems 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, if applicable) 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. 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.

XII. Disputes

If the Grantee believes that there is a dispute or grievance between the Grantee and the Grantor arising out of or relating to this grant agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the Grantor'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 Grantor's representative, the Grantee may submit, in writing, a grievance report together with any evidence to the California Department of Alcohol and Drug Programs, Office of Criminal

Justice and Collaboration (OCJC) 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 OCJC Deputy Director shall make a decision in regard to the grievance report and issue a determination to Grantee and the reason(s) underlying the decision. Should the Grantee disagree with the OCJC Deputy Director's decision, the Grantee may appeal to the next level as provided in the following paragraph.

To appeal from the grievance determination, the Grantee must submit a letter of appeal to the Chief Deputy Director of the California Department of Alcohol and Drug Programs (ADP) 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 OCJC's Deputy Director. 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 from 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.

XIII. Amendments of Terms and Conditions

- 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 to 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.

XIV. Confidentiality of Information

- A. The Grantee shall conform to and monitor compliance with all State and federal statutes and regulations regarding confidentiality, including, but not limited to, 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 Health and Safety Code (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.

XV. Certifications

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 Government 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 Grantee'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, (1) agree to abide by the terms of the statement and (2) for employees receiving federal funds, notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- 4. **For federal funds**, notifying the Grantor within ten (10) calendar days after receiving notice under paragraph XV A. (3)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working.
- 5. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph XV A. (3)(b) with respect to any employee who is so convicted—
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, State, or local health, law enforcement, or other appropriate agency;
- 6. Making a good-faith effort to continue to maintain a drug-free workplace through the implementation paragraphs XV A. through 5.

- 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 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.

XVI. Lobbying Activities

State

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g. "grassroots") lobbying activities.

Federal

As required by Title 31, USC, Section 1352, as the duly authorized representative of the Grantee, I certify, to the best of my knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement;
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Grantee will submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. The Grantee will require that the language of this certification be included in the award documents for all sub-contracts at all tiers (including sub-contracts, subgrants, and contracts under grants,

loans and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

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

Program Fraud Civil Remedies Act

I certify that the statements herein are true, complete, and accurate to the best of my knowledge, and that I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. I agree that the Grantee organization will comply with the terms and conditions of award.

Environmental Tobacco Smoke

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, 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.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this document, the authorized representative of the Grantee certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The Grantee agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

XVII. Assurances

As the duly authorized representative of the Grantee, I certify that the Grantee:

- A. Has the legal authority to apply for these funds and the institutional, managerial and financial capability to ensure proper planning, management and completion of the project described in the application.
- B. Will give the United States Department of Health and Human Services, the Comptroller General of the United States, the Department of Alcohol and Drug Programs, and if appropriate, the State auditor, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directive.
- C. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- D. Will initiate and complete the work within the applicable time frame after receipt of approval of the application.
- E. Will adopt and use proper methods of administering the programs/activities including:
 - 1. The enforcement of any obligations imposed by law on agencies, institutions, organizations, and other recipients responsible for carrying out each program;
 - 2. The correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation; and
 - 3. The adoption of written procedures for the receipt and resolution of complaints alleging violations of law in the administration of programs.

- F. Will comply with all State requirements relating to nondiscrimination. During the performance of this agreement, Grantee and any sub-contractors 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 contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and sub-contractors 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 there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment 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 contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

requirements of any other nondiscrimination statute(s) which may apply to this grant.

Shall include the nondiscrimination and compliance provisions of this clause in all sub-contracts/subgrants to perform work under this Agreement.

Will post, and further will require its contractors, sub-contractors, or sub-Grantees to post, in conspicuous places, notices available to all employees and applicants for employment setting forth the provisions of the Equal Employment Opportunity Act [42 USC 2000(e)] in conformance with Federal Executive Order No. 11246.

Will not use State or federal funds, and further will require its contractors, sub-contractors, or subrecipients not to use such funds to provide direct, immediate or substantial support to any religious activity.

- G. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection to wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176 (c) of the Clear Air Act of 1955, as amend (42 USC §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- H. Will comply with the Wild and Scenic Rivers Act of 1968 (16 USC §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- I. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC §740), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 USC §§469a-1 et seq.).

- J. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 USC §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

XVIII. 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.

XIX. 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.

XX. 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.

Comprehensive Drug Court Implementation Program

SPECIAL TERMS AND CONDITIONS for CDCI

In addition to the Terms and Conditions that apply to both CDCI and PSSF Programs, these terms and conditions apply to the CDCI Program.

I. Term of Funding

- A. State General Funds in the amount shown on the Notice of Grant Award (NGA) are granted for the term shown on the NGA.
- 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 V under Common Terms and Conditions). These funds may 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 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).

II. Record Keeping Requirements

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.

III. Audits

- A. By accepting these grant funds, the Grantee agrees to participate in site visits and/or audits as requested by the Grantor.
- B. 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 and staff as needed for monitoring activities and audits.

Comprehensive Drug Court Implementation Program

SPECIAL TERMS AND CONDITIONS for PSSF

In addition to the Terms and Conditions that apply to both CDCI and PSSF Programs, these terms and conditions apply to the PSSF Program.

I. Authority

- A. The source of funds is the Social Security Act, as amended, Title IV, Part B, Subpart 2; Omnibus Budget Reconciliation Act of 1993; Public Law 103-66; Social Security Amendments of 1994, Public Law 103-432; Adoption and Safe Families Act of 1997, Public Law 105-89; Promotion Safe and Stable Families Amendments of 2001, Public Law 107-133.
- B. The Catalog of Federal Domestic Assistance Number that applies to these funds is 93.556

II. Term of Funding

- A. PSSF funds in the amount shown on the Notice of Grant Award (NGA) are granted beginning January 1, 2005, through December 28, 2005.
- B. These funds are time-limited. At least one-half of the PSSF funds identified on the NGA must be obligated by June 30, 2005, and at least one-half of the PSSF funds must be liquidated by September 30, 2005. Any amount less than one-half of the PSSF funds not obligated and liquidated within the established time period will not be available to the Grantee. All remaining funds in excess of one half of the PSSF award must be obligated and liquidated by December 28, 2005.
- C. The Grantee must submit claims and reports within the timeframes specified in this Agreement. Failure to submit claims and reports within the specified timeframes will result in such claims not being paid if the time for which such funds are available has expired.

III. Fiscal Terms and Conditions

- A. This 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.

- B. Use of these funds falls under the Office of Management and Budget (OMB) Circular A-87, *Cost Principles for State, Local, and Indian Tribal Governments*.
- C. As stated in Section 507 of Public Law 103-133, it is the sense of Congress that, to the extent practicable, all equipment and products purchased with funds made available in the Social Security Act should be American made.
- D. As stated in Section 508 of Public Law 103-133, all Grantees receiving federal funds including, but not limited to, State and local governments and recipients of federal research grants, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

IV. Record Keeping Requirements

All financial and programmatic records, supporting documents, statistical records, and other records must be maintained in accordance with Title 45, Code of Federal Regulations (45 CFR) 92.42.

V. Audits

- A. By accepting these grant funds, the Grantee is agreeing to participate in audits as requested by the State, or authorized federal agencies and representatives, and as required by OMB Circular A-133.
- B. The Grantee shall comply, and shall require that contractors, sub-Grantees, and sub-contractors 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 financial and programmatic records, supporting documents, statistical records, and other 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, the Grantee agrees to include a similar right of the State and authorized federal agencies and representatives, to audit records and interview staff in any contract, sub-grant, or sub-contract related to performance of this agreement.

VI. Certifications

Debarment, Suspension, and Other Responsibility Matters

The Grantee and sub recipients must not make any award or permit any award (sub-grant or contract) to be made with federal funds, at any tier to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs (45 CFR Part 76).

- A. As the duly authorized representative of the Grantee, I certify, to the best of my knowledge and belief, that neither the Grantee nor its principals:
1. is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 2. has not, within a three-year period preceding this application, been convicted of, or had an adverse civil judgment entered in connection with, fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 3. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated above, and
 4. has not, within a three-year period preceding this application, had one or more public transactions (federal, State or local) terminated for cause or default.
- B. If the authorized representative of the Grantee is unable to certify to any of the statements in this certification, an explanation must be attached to this application.

- C. The Grantee agrees that it will include, without modification, the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions” in all lower tier covered transaction (i.e., sub-contracts/sub-grants for financial assistance and sub-contracts for goods and services) in accordance with 45 CFR Part 76. This clause reads: “(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.”

VII. Assurances

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

- A. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- B. will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- C. Will comply with the Intergovernmental Personnel Act of 1970 (42 USC §§4728-4763) relating to prescribed standards for merit systems for programs funded under any of the nineteen statutes or regulations specified in Appendix A of OPM’s Standard for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- D. Will use funds received under this grant program will be used to supplement, not supplant, non-federal funds.
- E. Will comply with the provisions of the Hatch Act (5 USC §§ 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

- F. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 USC §§ 276z to 276a-7), the Copeland Act (40 USC §276 c, and 18 USC §874), and the Contract Work Hours and Safety Standards Act (40 USC §§ 327-333), regarding labor standards for federally assisted construction sub agreements.
- G. Will comply, if applicable, with flood insurance purchase requirements of Section 102 (a) of the Flood Disaster protection Act of 1973 (P.L. 93-234), which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of the insurable construction and acquisition is \$10,000 or more.
- H. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- I. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

VIII. Health and Human Services Regulations; General Accounting Office Hotline

- A. The following Department of Health and Human Services (HHS) Regulations, codified in Title 45 of the Code of Federal Regulations (CFR) are applicable:
 - Part 74 - Administration of grants for institutions of higher education, hospitals, and other non-profit organizations, and commercial organizations.
 - Part 75 - Government-wide Debarment and suspension (non-procurement) and Government-wide Requirements for Drug-Free Workplace (grants)
 - Part 80 - Nondiscrimination under Programs Receiving Federal Assistance through the Department of Health and Human Services Effectuation of Title VI of the Civil Rights Act of 1964
 - Part 81 - Practice and Procedures for Hearings under Part 80 of Title 45 CFR

- Part 84 - Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance
- Part 91 - Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance
- Part 92 - As applicable, administration of Grants for State and local governments
- Part 93 - New Restrictions on Lobbying
- Part 95 - General Administration – Grant Programs (Public Assistance and Medical Assistance), except Subpart A, Time Limits for States to File Claims (does not apply)
- Part 1355 - General
- Part 1357 - Requirements Applicable to Title IV –B

(Parts 74, 92, 1355, and 1357 contain administrative and other requirements applicable to these funds.)

- B. The United States General Accounting Office maintains a toll-free telephone number (800-424-5454) for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Such reports are kept confidential, and callers may decline to give their names if they choose to remain anonymous.