

Drug Court Partnership Act 2002 Program  
**TERMS AND CONDITIONS**

**I. Authority**

- A. Authority to grant these funds is provided under Section 11970.45(b) (4), Article 3, Chapter 2 of Part 3 of Division 10.5 of the Health and Safety Code.

**II. Term of Funding**

- A. State General Funds in the amount shown on the Notice of Grant Award are granted for the period of July 1, 2004, through June 30, 2005.
- B. The Grantee may be awarded additional funds on an annual basis for a total award period of up to 48 consecutive months, provided funding is available and the Grantor determines satisfactory performance in relation to the multi-agency plan submitted to the state, attached and incorporated into this agreement, and the Statewide Evaluation (see section VII). Additional funds will be transferred to the Grantee through non-competitive renewal grant awards.
- C. At the end of the project period, the Grantee may request a carry-over of unexpended funds for funds that were not expended during the project period of 12-months.
- D. Requests for carry-over of unexpended funds must be submitted to the Project Officer, in writing, by the Grantee, 30 days prior to the end of the project period. Unexpended funds are not automatically available for expenditure in the following project period. The request shall include:
1. the reason the funds were not expended during the project period;
  2. a revised budget for the following project period that discretely identifies both the carry-over and annual award funds for the following project period; and
  3. a description of changes in the goals, objectives, and/or tasks to be supported by the carry-over funds during the following project period.
- E. At the end of the award period, the Grantee may request a no-cost time extension for funds that were not expended during the award period of 48-months.
- F. Requests for no-cost time extensions must be submitted in writing to the Project Officer, by the Grantee, 60 days prior to the end of the award period. Unexpended funds are not automatically available for expenditure after the award period. The request shall include:
1. The reason the funds were not expended during the term of the award;
  2. A budget for the extension period; and

3. Either a description of changes in the goals, objectives, and/or tasks during the extension period or a statement that there will be no changes to the multi-agency plan.

### **III. Fiscal Terms and Conditions**

- A. As provided in the Drug Court Partnership 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 multi-agency plan, presented in a budget within the multi-agency plan, and unfunded by other resources. The Project Officer must approve any modifications of the budget in writing.
- B. As provided in the Drug Court Partnership 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 Drug Court Partnership Program Request For Applications (section V, subsection E), and incorporated by this reference, Grantees are required to provide and report on a local support match of 10 percent in project years 1 and 2 and 20 percent in project years 3 and 4.

### **IV. Budget Modifications**

- A. Prior to seeking written approval from the Grantor's Project Officer, Grantees may shift up to 10 percent of the budget between funding categories (e.g., Personnel Expenses or Operating Expenses) within the project budget.
- B. After receiving written approval from the Grantor's Project Officer, Grantees may shift more than 10 percent between Personnel Costs or Operational Costs within the project budget.
- C. The Grantor's Project Officer must be notified, in writing, either prior to (¶B above) or thirty working days after (¶A above) all budget modifications and may withhold approval and disallow budget modifications, of any amount, that are outside the scope of allowable costs or the Grantee's multi-agency plan.
- 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 any provisions of this Grant.

### **V. Billing Procedures**

- A. Grantees will be reimbursed in arrears for actual allowable costs incurred under the grant program.

- B. Grantees must seek reimbursement from the Grantor by submitting a complete Drug Court Partnership Act 2002 Program Invoice – Reimbursement Claim Form, which is attached and incorporated by this reference.
- C. The Grantee must submit a single countywide invoice, which shall include all grant-related costs for the billing period, no more and no less frequently than once each quarter of the project year (i.e., every three months).
- D. Invoices will be processed after the Grantor has received the quarterly report (as required within §XI ¶A and ¶B) for the billing period covered within the invoice.
- E. Invoices shall be submitted to the Project Coordinator, Drug Court Partnership Act 2002 Program, Office of Drug Court Programs, 1700 K Street, Sacramento, CA 95814.
- F. Invoices must be reviewed and approved by the Grantor's Project Officer prior to submission to the Accounting Section for payment.

## **VI. Program Terms and Conditions**

- A. Each Grantee will follow the program goals and objectives, tasks, and time frames, as outlined in their multi-agency plan, and incorporated by this reference.

## **VII. Program Modifications**

- A. Grantees may request in writing to alter the goals, objectives, or design of the multi-agency plan during the four-year grant award period. Grantees must present a written request for approval to the Grantor for all program (goals and objectives, time frames, tasks, etc.) modifications. The Grantee must have written approval from the Grantor's Project Officer prior to implementing desired program modifications.
- B. All program modifications that affect the program budget must also include a budget modification request as outlined in Section IV; Paragraphs A, B, and C.
- C. The Grantor's Project Officer may deny requests for modifications which move the project outside of the scope of the Drug Court Partnership Act 2002 Program or impede the Statewide Evaluation of the Drug Court Partnership Act 2002 Program.
- D. Any modifications made prior to obtaining written approval are subject to denial from the Project Officer, which may result in denial of payment for all charges related to the modifications made.
- E. 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.

**VIII. Statewide Evaluation Requirements**

- A. All Grantees will participate in the statewide evaluation of the Drug Court Partnership Act 2002 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 Drug Court Partnership Act 2002 Program Request for Applications, Section VII, Paragraph D. These outcome measures are incorporated herein by this reference.

**IX. Record Keeping Requirements**

- A. This Grant is subject to the examination and audit by the Grantor, or any of their authorized representatives or by the California Bureau of State Audits for a period of three (3) 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. Site Visits and Audits**

- A. 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.
- B. All Grantees will participate in a minimum of one (1) peer review of another Grantee. The peer review will include a site visit of the reviewed Grantee's drug court program.

**XI. Reporting Requirements**

- A. All Grantees are required to submit quarterly reports, every three months during the 12-months project period, due 30 days after the end of each three-month period.
- B. Quarterly reports must include the following: goals and objectives for the quarter; all goals and objectives met; all goals and objectives not met and why; outcome measure information, as required by the statewide evaluation (see section VIII); and a fiscal report of grant funds and match funds expended to pay for allowable costs during the quarter.
- C. Invoices will be processed after the Grantor has received the quarterly report for the period covered within the invoice.
- D. All Grantees are required to submit a comprehensive report at the end of the 12-month project period; comprehensive reports are due 30 days after the end of the project period.
- E. Comprehensive reports must include the following: goals and objectives for the period; all goals and objectives met; all goals and objectives not met and why; outcome measure information, as required by the statewide evaluation (see section

VIII); and a fiscal report of grant funds and match funds expended to pay for allowable costs during the project period.

- F. The Grantee shall comply and require all their subgrantees 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.
- G. The Grantee shall comply and require all their subgrantees 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.
- H. The Grantee shall comply and require all their subgrantees 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.
- I. The information required within this 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 in Title 42, Code of Federal Regulations (hereafter referred to as CFR), Part 2; and HSC Section 11977, Division 10.5.
- 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 HSC Section 11977 and Title 42, CFR, Part 2.

## **XIII. Equal Opportunity Clause/Discrimination Prohibition**

- A. The Grantee shall not discriminate against persons participating in the program 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); the Age Discrimination Act of 1975 (42 USC § 6101); the Rehabilitation Act of 1973 (29 USC § 794); the Americans with Disabilities Act of 1990 (42 USC § 12132); Government Code commencing with Section 11135; Title 9, Division 4, Chapter 6 of the CCR, commencing with Section 10800; and Civil Code, Section 51 (all types of arbitrary discrimination).
- B. In providing any aid, benefit, or service based on the proceeds of this Grant, the Grantee either directly, through Grant, or by any other arrangement may not:

1. Deny or have the effect of denying, any person the *equal opportunity* to participate in or benefit from the aid, benefit, or service;
  2. Provide any person an aid, benefit, or service that is *not equal* to those provided or offered to others;
  3. Provide any person an aid, benefit, or service that is *not as effective* as is provided to others;
  4. Provide any person an aid, benefit, or service that is *different or separate* unless such is the only way that the aid, benefit, or service can be as effective as those provided to others;
  5. In any way *restrict* any person from participating in and receiving any benefit, advantage, or privilege received by others; or
  6. Treat any person differently than others in determining the person's qualification for admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided the Grantee's aid, benefit, or service.
- C. The Grantee shall take such active steps as are necessary to ensure that qualified persons are provided services without regard to race, color, creed, national origin, sex, age, or physical or mental disability. The Grantee shall establish written procedures, under which individuals receiving aid, benefits, or services are informed of their rights, including their right to file a complaint alleging discrimination or other violations of civil rights. The Grantee shall provide persons participating in the program a copy of their rights, to include the right to file a discrimination complaint, the process to follow in filing a complaint, the right to appeal, and the right to be free from sexual harassment and sexual contact by members of the treatment, recovery, advisory, or consultant staff.
- D. The Grantee, within thirty days of the effective date of this Grant, shall adopt a comprehensive written complaint protocol. The protocol shall ensure due process safeguards to include: where and in what format the individual may file a complaint; time limitations for filing and other built-in time constraints (when to file a complaint, how long before a response is due from each level of review, deadline for responses to the complaint); the name, address, and phone number of the Grantee's designated Disability Access Coordinator; and, the name, address, and telephone number of where appeals at the various levels may be filed. Within thirty-five days of the effective date of this Grant, the Grantee shall provide the Department of Alcohol and Drug Programs (ADP) [Attention: Disability Access Unit (Fifth Floor), 1700 K Street, Sacramento, CA 95831, (916) 445-0556] with a copy of the completed protocol. Copies of a standardized protocol that may be used by Grantees are available by calling the preceding telephone number.
- E. The Grantee, if it further subgrants or contracts for provision of services, must (before entering into the Grant) ensure that the potential subgrantee or contractor's program is accessible to persons with disabilities, and shall include nondiscrimination and compliance requirements in all such subgrants or contracts. The Grantee shall monitor and take such other measures as are necessary to ensure that persons are provided services by such subgrantee or contractor without regard to race, color, creed, national origin, sex, age, or physical or mental disability. The Grantee shall ensure that such subgrantee or contractors establish written procedures under which individuals receiving aid, benefits, or services are informed of their rights, including their right to file a complaint alleging discrimination or other violation of civil rights.

The Grantee shall ensure that its subgrantee or contractors provide to persons participating in the program a copy of their rights, to include the right to file a discrimination complaint, the process to follow in filing a complaint, the right to appeal, and the right to be free from sexual harassment and sexual contact by members of the treatment, recovery, advisory, or consultant staff.

- F. The Grantee shall ensure that the subgrantee or contractor meets the complaint requirements detailed above, that the subgrantee or contractor's written complaint protocol is reviewed and agreed to by the Grantee, and that the completed protocol is furnished to ADP within 45 days of the effective date of the subgrantee or contractor's agreement.

#### **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 Government Code Sections 8355 and 8355(a).
  2. Establish a drug-free awareness program as required by Government 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 Government 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**

- A. 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)-(h) et seq.]. The Grantee agrees to enforce these requirements by signing this agreement.

**XVI. Smoking Prohibition Requirements**

- A. The Grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994 (20 USC Sections. 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 inpatient 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 \$1,000,000 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 subgrantees 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 of an award, whether stated in a statute or regulation, an assurance, in the multi-agency plan, or the notice of award, 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 for) 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 taking a remedial action, the Grantor will provide the Grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved.
- 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 or subsequently.

#### **XVIII. Termination**

- A. 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. In the event of changes in law that affect provisions of this Grant Award, 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.