



County of Santa Cruz

HEALTH SERVICES AGENCY

POST OFFICE BOX 962, 1080 EMELINE AVENUE SANTA CRUZ, CA 95061-0962
(831) 454-4000 FAX: (831) 454-4488 TDD: (831) 454-4123

August 3, 1999

AGENDA: August 17, 1999

Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

SUBJECT: Implementation of State Drug Court Enhancement Grant

Dear Board Members:

This letter is to request your Board to adopt a resolution to accept and appropriate \$125,000 of unanticipated funds for Drug Court enhancement services; authorize the Health Services Agency's Alcohol and Drug Program Administrator to sign the attached Notice of Grant Award Agreement; and to authorize HSA to negotiate contract amendments with Santa Cruz Community Counseling Center and Janus of Santa Cruz to implement grant funded services.

Background

On March 23, 1999 your Board authorized the HSA Alcohol and Drug Program to submit an application to the State Department of Alcohol and Drug Programs for \$125,000 per year for four years to support enhancement of the existing Drug Court program. The funding is available from the Drug Court Partnership Act of 1998 (SB 1587, **Baca**) and is intended primarily for enhancement of existing Drug Courts, rather than development of new Drug Courts.

The existing Drug Court admitted its first clients on January 22, 1999 and has capacity for 75 clients in the year-long, intensive outpatient program. Clients are drug and alcohol tested frequently, and make frequent appearances before the Drug Court judge where treatment progress, drug and alcohol test results, and progress in obtaining employment, clean and sober housing and other issues are reviewed. The alcohol and drug treatment, which is provided by Santa Cruz Community Counseling Center - ALTO Counseling Center, is closely coordinated with the courts to make maximum use of the leverage of the court to encourage participation and progress in treatment.

The Drug Court is overseen by the Drug Court Steering Committee, which is comprised of representatives of the Courts, District Attorney, Public Defender, Probation, Sheriff, County Administrative Office, Criminal Justice Council, and the HSA Mental Health and Substance Abuse Program. The Drug Court Steering Committee was responsible for planning the current Drug Court program, planning the Drug Court Enhancement Grant proposal, and overseeing the development of grants to support its operation.

Proposed Services

On July 13, 1999, HSA was informed that it was awarded the Drug Court Enhancement Grant funds effective July 1, 1999. As described in the County's proposal, the grant will provide \$125,000 per year for four years for the following service enhancements:

- Augment the contract with Santa Cruz Community Counseling Center – ALTO Counseling Center to add 20 new slots to the Drug Court treatment capacity, increasing it to 95 clients per year.
- Fund the Community Counseling Center to develop a clean and sober living house in South County, which currently has no such facilities.
- Provide short-term rent subsidies for ALTO Drug Court clients who need a sober living environment but have no income until they secure employment.
- Purchase three short-term residential treatment stays at Janus and two at Si Se Puede for clients who are failing in outpatient treatment but remain motivated for recovery.
- Add a half-time Job Developer at ALTO to help Drug Court clients secure jobs as they stabilize and become ready for employment.
- Augment ALTO to support transportation in the form of bus passes for clients who have no other means of transportation.
- Augment County Mental Health to provide for psychiatric assessment, medication monitoring and medications for Drug Court clients who are not able to obtain these services elsewhere.

Accept and Appropriate Funds

The attached resolution accepts and appropriates \$125,000 of the first year grant award into the HSA Mental Health and Substance Abuse Program budget. Appropriations include \$103,550 for Santa Cruz Community Counseling Center for the Drug Court enhancements described above; \$6,270 for Janus of Santa Cruz for residential treatment services; \$5,179 to County Mental Health for one hour per month of psychiatry services and medications; and \$10,001 for extra help to backfill HSA Alcohol and Drug Program staff who will be working on implementation of the grant.

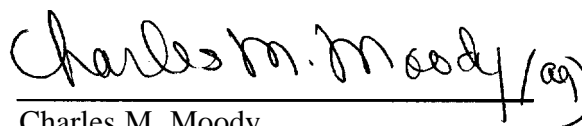
The grant award requires that the County provide a 10 percent in-kind or cash match for the first two years of operation, and a 20 percent match for the third and fourth years. These match

requirements will be met through existing non-grant services provided to Drug Court participants. The grant will not result in any new net County cost.

It is therefore RECOMMENDED that your Board:

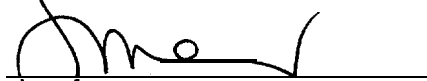
1. Authorize the Health Services Agency's Alcohol and Drug Program Administrator to sign the attached Notice of Grant Award Agreement for Drug Court Enhancement Grant funds;
2. Adopt the attached resolution to accept and appropriate \$125,000 of State Drug Court Enhancement Grant funds into the HSA Mental Health and Substance Abuse Program budget; and
3. Authorize HSA to negotiate contract amendments with Santa Cruz Community Counseling Center for \$103,550 and with Janus of Santa Cruz for \$6,270 to implement Drug Court Enhancement Grant services, and return on September 14, 1999 for approval of the amendments.

Sincerely,



Charles M. Moody
Health Services Agency Administrator

RECOMMENDED:


Susan A. Mauriello
County Administrative Officer

cc: County Administrative Officer
Auditor Controller
County Counsel
Superior Courts
HSA Administration
Director, Mental Health and Substance Abuse Program
Alcohol and Drug Program Administrator

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

72

RESOLUTION NO. _____

On the motion of Supervisor _____
duly seconded by Supervisor _____
the following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is a recipient of funds from the State Department of Alcohol and Drug Program for the HSA Alcohol And Drug; program: and

WHEREAS, the County is recipient of funds in the amount of \$ 125,000 which are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Section 29130(c)/29064(b), such funds may be made available for specific appropriation by a four-fifths vote of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller accept funds in the amount of \$125,000 into

Department HSA Alcohol and Drug Program

<u>T/C</u>	<u>Index Number</u>	<u>Revenue Subobject Number</u>	<u>Account Name</u>	<u>Amount</u>
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SEE ATTACHED

and that such funds be and are hereby appropriated as follows:

<u>T/C</u>	<u>Index Number</u>	<u>Expenditure Subobject Number</u>	<u>PRJ/UCD</u>	<u>Account Name</u>	<u>Amount</u>
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SEE ATTACHED

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been researched and that the Revenue(s) (has been) (will be) received within the current fiscal year.

By Charles D. Moody (ag)
Department Head

Date 8/2/99

COUNTY ADMINISTRATIVE OFFICER

/ / Recommended to Board

 / Not Recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz,
State of California, this _____ day of _____ 19____
by the following vote (requires four-fifths vote for approval):

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

Chairperson of the Board

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO ACCOUNTING DETAIL:

County Counsel

Auditor-Controller

Distribution:

Auditor-Controller

County Council

County Administrative Officer

Originating Department

HEALTH SERVICES AGENCY 1999-00

Resolution # _____

Revenues

	<u>T/C</u>	<u>Index/Subobject</u>	<u>Account Name</u>	<u>Amount</u>
(1)	001	364032/0690	State Aid - Other Health	\$125,000

Total Revenue \$125,000

Expenditures

	<u>TIC</u>	<u>Index/Subobject</u>	<u>Account Name</u>	<u>Amount</u>
2	21	364013/3110	Reg Pay-Extra Help	\$9,290
3	21	363141/3110	Reg Pay - Extra Help	1,095
4	21	364013/3150	OASDI - Soc. Sec.	711
5	21	363141/3150	OASDI - Soc. Sec.	84
			Subtotal Personnel	\$11,180
6	21	363141/3437	Pharm. Supplies-IntraAgency	4,000
7	21	364032/3611	HSA Interdept. Expense	5,179
8	21	3 6404213975	Special Dept. Expense	109,820
			Subtotal Services and Supplies	\$118,999
9	022	363141/9228	Cost Applied - Intra Fund Trans	<5,179>

JE

Total Expense \$125,000

TL = 170

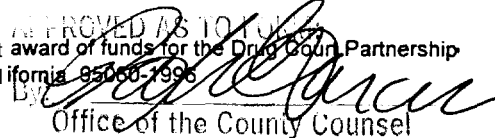
Amt = 250,000.00

Lines 09

NOTICE OF GRANT AWARD

01-75

The Department of Alcohol and Drug Programs hereinafter called the Grantor hereby makes a grant award of funds for the Drug Court Partnership Program to: Santa Cruz County Alcohol and Drug Program 1060 Emeline Avenue Santa Cruz, California 95060-1996

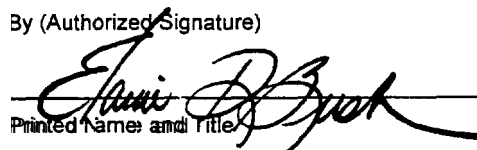
APPROVED AS TO FORM

 Office of the County Counsel

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: DCP- 99-0044-01
	Award Period: July 1, 1999, to June 30, 2003.
	Project Budget Period: July 1, 1999, to June 30, 2000
Grantee Financial Officer (Name, Address and Telephone Number)	State General Fund Amount: \$125,000
	Match Amount: \$12,500
	TOTAL AMOUNT: \$137,500

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 multi-agency plan submitted by a county alcohol and drug program administrator in partnership with the presiding judge, the Request for Applications, the Drug Court Partnership Act (Health & Saf. Code §11970), 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
Department of Alcohol and Drug Programs	Santa Cruz County Alcohol and Drug Program 1060 Emeline Avenue Santa Cruz, California 95060-1996
By (Authorized Signature)  Elaine Bush, Acting Chief Deputy Director	By (Authorized Signature) William Manov, Administrator County Alcohol and Drug Program Administrator
Address 1700 K Street, 5th Floor Sacramento, CA 95814	By (Authorized Signature)
Remarks:	Printed Name and Title Honorable Heather D. Morse, Presiding Judge Address: Superior Court, County of Santa Cruz 701 Ocean Street Santa Cruz, California 95060

FOR STATE USE ONLY

Budget Revision Number				
PCA , Index, and Object 59810 7000 702.04	Item #4200-1 01-0001	Chapter 50	Statute 1999	Fiscal Year 1999-2000
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

Drug Court Partnership Program
Grant Award # DCP-99-0044-01 with Santa Cruz County Alcohol and Drug Program County
TERMS AND CONDITIONS

I. Authdrity

- A. Authority to grant these funds is provided under Section 11970, 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, 1999, through June 30, 2000.
- 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 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 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 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 Officer, Drug Court Partnership Program, Program Operations Division, 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 Program or impede the Statewide Evaluation of the Drug Court Partnership 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 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.

VIII. Statewide Evaluation Requirements

- A. All Grantees will participate in the statewide evaluation of the Drug Court Partnership 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 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 with the changes in law retroactive to the effective date of such changes in law.

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