

*STAFF REPORT**CITY OF OCEANSIDE*

DATE: April 4, 2012

TO: Honorable Mayor and City Councilmembers

FROM: Police Department

SUBJECT: **RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH NORTH COUNTY LIFELINE IN THE AMOUNT OF \$12,000 FOR THE 2012 ALTERNATIVE COURT TREATMENT PROGRAM**

SYNOPSIS

Staff recommends that the City Council adopt a resolution approving a Memorandum of Understanding (MOU) with North County Lifeline for the 2012 Alternative Court Treatment Program which will reimburse the City in an amount up to \$12,000 for approved expenses; appropriating these funds to the Police Department; and authorizing the City Manager or designee to execute the Memorandum of Agreement and all other required documents.

BACKGROUND

North County Lifeline (NCLL) received grant funds from the California Department of Corrections and Rehabilitation Corrections Standards Authority for the Alternative Court Treatment (ACT) program to provide alternatives to detention for youth in North County. The goal of the ACT program is to reduce juvenile offending by offering an intensive treatment program for youth who are at risk of arrest as a result of behavior problems at school, home and or in the community, or youth with first-time arrests for non-violent felony offenses.

ANALYSIS

Oceanside Police (OPD) will partner with NCLL to provide law enforcement services. OPD will refer eligible youth and make a concerted effort to identify and refer eligible youth to the ACT Program in accordance with the MOU. Additionally OPD may conduct a minimum of three truancy sweeps during the grant period and provide an officer to participate as a member of the ACT Community Assessment Panels, representing law enforcement. NCLL will reimburse OPD for overtime and benefits for officers participating in the Community Assessment Panels and the truancy sweeps. OPD will also provide arrest, demographic and recidivism data to NCLL as necessary to complete required reports and to evaluate the program's impact.

FISCAL IMPACT

The Police Department will use the funds as follows:

<u>Expenditure</u>	<u>Amount</u>	<u>Business Unit</u>	<u>Object Code</u>
Overtime for Community Assessment Panels and Truancy Sweeps	\$11,820.00	922124900274	5120
Fringe Benefits - Overtime	\$180.00	922124900274	5207
Total Expenditures	\$12,000		
<u>Revenue</u>	<u>Amount</u>	<u>Business Unit</u>	<u>Object Code</u>
Total Revenue	\$12,000	922124900274	4382

NCLL will reimburse the City of Oceanside for approved expenses. The City of Oceanside Financial Services Department set up business unit 922124900274 to track expenditures under this MOU. Reimbursement will be deposited into revenue account 922124900274.4382. There is no requirement for matching funds from the City of Oceanside.

If there is a negative cash balance at fiscal year-end due to a pending reimbursement from the grantor, the business unit will receive a temporary advance from the general fund that is not to exceed 60 days.

COMMISSION OR COMMITTEE REPORT

The Police and Fire Commission will be advised of this matter at its regular monthly meeting on April 19, 2012.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

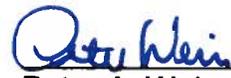
RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving a Memorandum of Understanding (MOU) with North County Lifeline for the 2012 Alternative Court Treatment Program which will reimburse the City in an amount up to \$12,000 for approved expenses; appropriating these funds to the Police Department; and authorizing the City Manager or designee to execute the Memorandum of Agreement and all other required documents.

PREPARED BY:

SUBMITTED BY:


Linda T. Wood
Program Specialist


Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager
Frank S. McCoy, Chief of Police
Teri Ferro, Financial Services Director



EXHIBITS/ATTACHMENTS

Attachment A – Resolution
Attachment B – Memorandum of Understanding



ALTERNATIVE COURT TREATMENT (ACT) PROGRAM
Memorandum of Understanding

BETWEEN

North County Lifeline, Inc.
200 Michigan Avenue
Vista, CA 92084

and

Oceanside Police Department
3855 Mission Avenue
Oceanside, CA 92054

Lifeline's Alternative Court Treatment (ACT) Program is designed to reduce juvenile offending with emphasis on system improvement/reform and strategies for addressing disproportionate contact. ACT has created a community based system in North San Diego County that offers an alternative to detention/system involvement for youth ages 12 to 17. Youth and their families receive long-term (average 6-12 months) individual and family services to address each family's unique needs. The treatment plan is determined by a Community Assessment Panel composed of Lifeline, law enforcement, Probation Department, and school staff based upon the nature of the youth's offense and the degree of dysfunction within the family.

The ACT Program fills a regional gap in services by creating a North County "base" to serve these youth and families, alleviating the need to travel back and forth to San Diego (a hardship for many families which contributes to the youth's risk of failure in fulfilling court requirements) and takes an innovative approach to juvenile diversion by offering more intensive services at the front end of the San Diego Comprehensive Strategy continuum. By providing more intensive services to address the causes of the youth's behavior within the *family context at or prior to the youth's first arrest*, the ACT Program aims to create permanent change for the youth, reducing juvenile offending and recidivism over a longer term.

ACT's umbrella of services includes:

- Restorative justice principles (community service, civic leadership, monetary restitution);
- Group and individual counseling for youth;
- Financial education and employment readiness for youth;
- Family counseling;
- Parent services, to include parenting classes, support groups, and coaching from a parent advocate with knowledge of the workings of the juvenile justice system; and
- Referrals to supportive wraparound services within the community for youth, parents, and other family members.

Lifeline and the ACT collaborative partner organizations will work together to identify, assess, treat and monitor the progress of 150 ACT Program youth annually.

More specifically, **Oceanside Police Department** will:

- Refer youth age 12 to 17 picked up by OPD to Lifeline's ACT Program.
- (Possibly) conduct periodic truancy and/or curfew sweeps targeting locations frequented by delinquent youth.
- Participate as a member of the ACT Community Assessment Panels, representing law enforcement.
- Communicate pertinent information regarding referred youth to Lifeline's ACT Program Supervisor.
- Provide input into Multi-disciplinary Team evaluations as requested.
- Provide arrest, demographic, and recidivism data to Lifeline to the extent allowed by applicable law, as necessary to complete required reports and evaluate program impact.
- Maintain confidentiality of client information obtained through service provision.

More specifically, **North County Lifeline** will:

- Provide direct services to include case management; individual, group and family therapy; youth financial education; family support groups; and restorative justice opportunities.
- Connect youth with community service and/or civic leadership projects through Lifeline or other community agencies.
- Maintain a network of community providers who can offer supportive wraparound services to ACT youth and families to maximize their ability to achieve long-term success.
- Adhere to all contract provisions set by the Correction Standards Authority and communicate contract information and requirements to Oceanside Police Department.
- Complete and submit required reports to the Correction Standards Authority on behalf of the ACT Program.
- Submit billing in accordance with CSA's requested timeframes.
- Reimburse Oceanside Police Department up to \$12,000 annually (\$1,000/month for 12 months) to perform as outlined above.
- Maintain confidentiality of client information obtained through service provision.

The terms and conditions of Lifeline's Contract #CSA 383-11 with the State of California Department of Corrections and Rehabilitation, Corrections Standards Authority County of San Diego are attached hereto for reference. It is expected and agreed that OPD will endeavor to adhere to requirements of this contract, specifically, the "Books and Records" accounting requirements in Exhibit A, Subparagraph E (Contracting Requirements), which requires Oceanside Police Department to:

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the contractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three years after acceptance of the final grant project audit under the grant Agreement, and shall be subject to examination and/or audit by the CSA or designees, state government auditors or designees, or by federal government auditors or designees.

Make such books, records, supporting documentations, and other evidence available to the CSA or designees, the Department of General services, the Department of Finance, the bureau of State Audits, their designated representatives, and federal government auditors or designees, during the course of the project and for a minimum of three years after acceptance of the final grant project audit. The Contractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

Claims are due to Lifeline by the 10th of every month. Claims that are submitted without appropriate backup documentation as required or requested will be held for reimbursement pending receipt from OPD of documentation which meets the parameters requested by Lifeline.

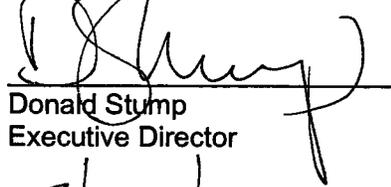
Oceanside Police Department agrees that it will have no entitlement to Lifeline's worker's compensation benefits.

This MOU will be effective from **April 4, 2012** through **December 31, 2012** and may be renewed on an annual basis as agreed by both parties for up to two years thereafter, depending on contract renewal. Lifeline's ability to fulfill the terms of this subcontract is based upon funding availability.

This MOU may be terminated at any time by either party upon thirty (30) days written notice.

We, the undersigned, as authorized representatives of North County Lifeline and Oceanside Police Department, do hereby approve this MOU.

North County Lifeline, Inc.



Donald Stump
Executive Director

3/32/12
Date

Oceanside Police Department

Frank McCoy
Chief of Police

Date

ATTACHMENT II

DEPARTMENT OF CORRECTIONS AND REHABILITATION CORRECTIONS STANDARDS AUTHORITY

EXHIBIT A

TITLE II FORMULA BLOCK GRANTS PROGRAM STANDARD CONDITIONS

ARTICLE 1. ASSIGNMENT

This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.

ARTICLE 2. AMENDMENT

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

ARTICLE 3. PROJECT COSTS

The CSA's *Grant Administration and Audit Guide, Federal Juvenile Justice Grants* outlines eligible and ineligible project costs, as well as match and project income requirements. Grantee is responsible for ensuring that all invoices contain only eligible project costs.

ARTICLE 4. GRANTEE'S GENERAL RESPONSIBILITY

Grantee is solely responsible for the project activities as identified in the Grant Proposal. Review and approval by the CSA is solely for the purpose of proper administration of grant funds by the CSA and shall not be deemed to relieve or restrict the Grantee's responsibility.

ARTICLE 5. GRANTEE ASSURANCES AND COMMITMENTS

A. Compliance with Laws and Regulations

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California and the United States Department of Justice. Grantee shall at all times comply with all applicable federal and state laws, rules, and regulations, and all applicable local ordinances, specifically including, but not limited to, environmental, procurement and safety laws, rules, regulations, and ordinances.

B. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in the Grant Proposal, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

C. Use of Grant Funds

Grantee shall expend all grant and matching funds solely for eligible project costs. Grantee shall, upon demand, remit to the CSA any grant funds and interest or income not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions, or commitments of this Grant Agreement.

D. Permits and Licenses

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

E. Contracting Requirements

In accordance with the provisions of this Grant Agreement, the Grantee may contract with public or private contractors of services for activities necessary for the program implementation and activities of the project. Grantee agrees that in the event of an inconsistency between the Grant Agreement, its Exhibits and Grantee's agreement for services with a contractor, the Grant Agreement and its Exhibits will prevail. Grantee shall ensure that the contractor complies with all requirements of the Grant Agreement.

Grantee assures that for any contract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.

Grantee agrees to place appropriate language in all contracts for work on the project requiring the Grantee's contractors to:

1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the contractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three years after acceptance of the final grant project audit under the Grant Agreement, and shall be subject to examination and/or audit by the CSA or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the CSA or designees, the Department of General Services, the Department of Finance, the Bureau of State Audits, their designated representatives, and federal government auditors or designees, during the course of the project and for a minimum of three years after acceptance of the final grant project audit. The Contractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

ARTICLE 6. PROJECT ACCESS

The Grantee shall insure that the CSA, or any authorized representative, will have suitable access to the project activities, sites, and staff at all reasonable times during project implementation.

ARTICLE 7. RECORDS

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions that have been taken with respect to the project, in accordance with generally accepted government accounting principles.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to reflect properly the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documents include copies of all awards, applications, approved modifications, financial records, and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are required for consultants and contractors.
- D. The Grantee shall maintain documentation for donated goods and/or services, including the basis for valuation.
- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the CSA or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

ARTICLE 8. ACCOUNTING AND AUDIT REQUIREMENTS

All funds received by the Grantee shall be deposited into separate fund accounts which identify the funds and clearly show the manner of their disposition. Grantee agrees that the audit and accounting procedures shall be in accordance with generally accepted government accounting principles and practices (see *Accounting Standards and Procedures for Counties*, California State Controller, Division of Local Government Fiscal Affairs) and adequate supporting documentation shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from support documentation to the accounting records to the financial reports and invoices. The Grantee further agrees to the following audit requirements:

A. Federal Single Audit Act

If the Grantee expends \$500,000 or more in a year in federal funds, Grantee agrees to comply with the provisions pursuant to the Federal Office of Management and Budget Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations." Circular No. A-133 requires non-federal entities that meet the expenditure criteria to have either a single or program specific audit conducted for that expenditure year.

B. Interim Audit

The CSA reserves the right to call for a program audit or a system audit at any time between the execution of this Grant Agreement and the completion or termination of the project. At any time, the CSA may disallow all or part of the cost of the activity or action determined to be not in compliance with the terms and conditions of this Grant Agreement, or take other remedies legally available.

C. Annual Audit

- 1) Within 120 calendar days of the Grant Agreement end date, all Grantees must obtain and submit an annual program audit to the CSA. Only Grantees expending \$500,000 or more in a year are authorized to use federal funds to pay the costs associated with performing the audit. Should the federal single audit report include this grant project, the Grantee may submit the federal single audit to satisfy the annual audit requirement. The audit shall be prepared in accordance with generally accepted auditing standards and government auditing standards for financial and compliance audits.
- 2) Since the audit function must maintain organizational independence, the Grantee's financial officer for this project shall not perform the annual audit. If the Grantee's internal auditor performs the audit, the auditor must be organizationally independent from the Grantee's accounting and project management functions. Additionally, Grantee's internal auditors who report to the financial officer, or to whom the financial officer reports, shall not perform the audit. The person conducting the audit shall be a certified public accountant, unless a Grantee auditor completes the audit.

ARTICLE 9. CHANGES

- A. Grantee shall immediately advise the CSA of any significant problems or changes arising during the course of the project.
- B. No change or modification in the project will be permitted without prior written approval from the CSA. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program component contained in the approved Grant Proposal. Changes shall not be implemented by the project until authorized by the CSA.
- C. Under no circumstances will any budget line item changes be authorized which would cause the project to exceed the amount of the grant award identified in the Agreement. Further, in no event shall changes be authorized for the indirect costs line item that would result in that line item exceeding ten percent (10%) of the grant award.

ARTICLE 10. DISBURSEMENT

The Grantee shall be paid in arrears on invoices submitted to the CSA on the forms or processes determined by the CSA, certifying to the accuracy of the reports in accordance with generally accepted governmental accounting principles and CSA regulations, guidelines, policies, and procedures.

ARTICLE 11. WITHHOLDING OF GRANT DISBURSEMENTS

- A. The CSA may withhold all or any portion of the grant funds provided for by this Grant Agreement in the event that the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. For the final project year, at such time as the balance of federal funds allocated to the Grantee reaches five percent (5%), the CSA shall withhold that amount as security, to be released to the Grantee upon complying with all grant provisions, including: 1) submittal and approval of the final invoice; 2) submittal and approval of the final progress report; 3) submittal and approval of any additional required reports; and 4) submittal and approval of the final audit.
- C. The CSA will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently discovered to be ineligible, the CSA may either withhold an equal amount from subsequent payments to the Grantee or require repayment of an equal amount to the state by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the CSA's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

ARTICLE 12. TERMINATION

- A. This Grant Agreement may be terminated at any time by the CSA, where it appears that there will be lack of grant funds available to fulfill this Grant Agreement, provided that after such termination, the Grantee shall be entitled to an amount that equals the eligible project costs that have been incurred by the Grantee prior to such termination.
- B. This Grant Agreement may be terminated after the award of the Grant Agreement but prior to completion of the project, by the CSA, upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction by the Grantee includes but is not limited to:
- 1) Substantial alteration of the scope of the grant project without the prior written approval of the CSA;
 - 2) Refusal or inability to complete the grant project in a manner consistent with the grant proposal or approved modifications;
 - 3) Failure to provide the required local match share of the total project costs;
 - 4) Failure to meet prescribed assurances, commitments, Grant Agreement, record, accounting, auditing, and reporting requirements.
- C. Prior to terminating the Grant Agreement under this provision, the CSA shall provide the Grantee at least 30 days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with Article 13.

ARTICLE 13. DISPUTES

- A. Grantee shall continue with the responsibilities under this Agreement during any dispute.
- B. The Grantee may appeal a CSA staff decision on the basis of alleged misapplication, capricious interpretation of the regulations, policies and procedures, or substantial differences of opinion that may occur concerning the proper application of regulations, policies or procedures.
- C. If the Grantee is dissatisfied with an action of CSA staff, the Grantee may appeal the cause of the dissatisfaction to the Deputy Director in charge of the Corrections Planning and Programs Division of the CSA. Such appeals shall be filed within 30 calendar days of the notification of action with which the Grantee is dissatisfied. The appeal shall be in writing, and:
- state the basis for the dissatisfaction;
 - state the action being requested of the Deputy Director; and,
 - include any documentation related to the cause for dissatisfaction.

- D. The Deputy Director will review the correspondence and related documentation and render a decision on the appeal within 30 calendar days, except in those cases where the Grantee withdraws or abandons the appeal. The procedural time requirement may be waived with the mutual consent of the Grantee and the Deputy Director.
- E. The Deputy Director may render a decision based on the correspondence and related documentation submitted by the Grantee and may consider other relevant sources of information deemed appropriate. The decision of the Deputy Director shall be in writing and shall provide the rationale for the decision.
- F. If the Grantee is dissatisfied with the decision of the Deputy Director, the Grantee may file a request for review by the CSA Executive Director. Such a request shall be filed within 30 calendar days after receipt of the Deputy Director's decision. The requested review shall be in writing, and:
- state the basis for the dissatisfaction;
 - state the action being requested of the Executive Director; and
 - include any correspondence related to the appeal.
- G. The Executive Director, after reviewing the appeal and the correspondence related to the review, may decide the matter on the record or request additional information. After a decision is made by the Executive Director, notice of the decision shall be mailed to the Grantee. The decision of the Executive Director shall be final.

ARTICLE 14. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

ARTICLE 15. CORRECTIONS STANDARDS AUTHORITY DEFINITION

As referenced in this Grant Agreement, "State Corrections Standards Authority" or "CSA" includes all CSA's successors and assigns including but not limited to the Board of State and Community Corrections, which will assume CSA's role in Grant Administration effective July 1, 2012.

**DEPARTMENT OF CORRECTIONS AND REHABILITATION
CORRECTIONS STANDARDS AUTHORITY**

EXHIBIT B

FEDERAL ASSURANCES

The Grantee hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements including the following:

1. As required by Section 1352, Title 31 of the U.S. Code, and implemented as 28 CFR, Part 69, the Grantee certifies that:
 - A. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - B. If any funds other than federal 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 grant or cooperative agreement, the Grantee shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - C. The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.
2. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR, Part 67, the Grantee certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a State or Federal Court, or voluntarily excluded from covered transactions by any federal department or agency.
 - B. Have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for commission of fraud or a 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.
 - C. Are 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.
 - D. Have not, within a three-year period preceding this Grant Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

3. As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, the Grantee certifies that they will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an on-going drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The Grantee's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - C. Making it a requirement that each employee to be engaged in the performance of the grant project be given a copy of the statement required by paragraph (a);
 - D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - 1) Abide by the terms of the statement; and
 - 2) 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;
 - E. Notifying the CSA in writing, within 10 calendar days after receiving notice under subparagraph D.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number of each affected grant;
 - F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph D.2, with respect to any employee who is so convicted:
 - 1) 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
 - 2) 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;
 - G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A, B, C, D, E, and F.
4. Grantee agrees to comply with the financial and administration requirements set forth in the current edition of the *OJP Financial Guide*.

5. Grantee will maintain an Equal Employment Opportunity Plan (EEO) if the grant award is more than \$25,000.
6. If the grant award is \$500,000 or more, and Grantee has 50 or more employees, Grantee must submit its EEO within 60 days from the date of this award to the Federal Office for Civil Rights (OCR) (www.ojp.usdoj.gov/ocr). A copy of the federal approval letter must be submitted to the CSA. If Grantee has a current EEO approval letter, it shall be submitted to the CSA.
7. Grantee acknowledges that failure to submit the required EEO that is approved by the Office for Civil Rights is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the Grantee is in compliance.
8. In the event a federal or state court or administrative agency makes a finding of discrimination after a due process hearing on grounds of race, color, religion, national origin, sex, or disability against the Grantee, the Grantee will forward a copy of the finding to OCR.
9. Grantee agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the *OJP Financial Guide*, Chapter 19.
10. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789 g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information.
11. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES**: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS**: Time is of the essence in this Agreement.

13. **COMPENSATION**: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. **GOVERNING LAW**: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)