



State of California
 Health and Human Services Agency
 Department of Alcohol and Drug Programs
Safe and Drug Free Schools and Communities
GRANT AGREEMENT

SDF 07-15
 GRANT NUMBER

PAGE 1

The Department of Alcohol and Drug Programs, hereinafter called Grantor, hereby makes a grant award of funds for the

Safe and Drug Free Schools and Communities to **El Dorado County Public Health Department, Alcohol & Drug Programs Division** hereinafter called the Grantee, in the amount and for the purpose and duration set forth in this Grant Award including attached Terms and Conditions and applicable laws and regulations.

1. **PROJECT TITLE:** **Las Decisiones Seguras or "Safer Choices"**

2. **NAME OF APPLICANT AGENCY:**
 El Dorado County Public Health Department, Alcohol &
 Drug Programs Division

3. **PROJECT PERIOD**

MONTH/DAY/YEAR
 From: 10/1/2007

Taxpayer I.D. 94-6000511

To: 9/30/2012

4. **PROJECT DESCRIPTION:** (In approximately 100 words, summarize the proposed project plan covering the objectives, method of procedure, evaluation and end product.)
 The main goal/objective of the Las Decisiones Seguras program is to identify Latino youth between the ages 12-18 years in the South Lake Tahoe region of El Dorado County at-risk of binge drinking and provide them early intervention and education. The program targets high risk adolescents who would not typically receive similar prevention programs, in this case Hispanic/Latino youth. The culturally sensitive intervention, Sembrando Salud curriculum, is designed to provide children with the information and skills to make healthy decisions regarding alcohol use. A community wide social marketing campaign and training in early signs and symptom recognition of binge drinking will generate referrals to the program. As a result, binge drinking among this population will decrease from one of the highest rates among youth to one of the lowest.

5. **FEDERAL FUNDS ALLOCATED UNDER THIS AGREEMENT SHALL NOT EXCEED \$ 1,098,566**
 ACTUAL FUNDING AVAILABLE FOR CURRENT BUDGET PERIOD IS SHOWN ON PAGE 2.

6. **GRANTEE APPROVAL SIGNATURES**

A. PROJECT DIRECTOR

NAME	PHONE
Hector Reyes	530.573.4315

ADDRESS
 981 Silver Dollar
 South Lake Tahoe, CA 96150

SIGNATURE: *[Signature]* DATE: 1/16/08

Title: Health Education Coordinator

B. AUTHORIZING OFFICIAL OF APPLICANT AGENCY

NAME	PHONE
Rusty Dupray	530.621.5390

ADDRESS
 330 Fair Lane
 Placerville, CA 95667

SIGNATURE: _____ DATE: _____

Title: Chairman, Board of Supervisors

C. FISCAL OR ACCOUNTING OFFICIAL

NAME	PHONE
Gretchen Bailey	530-621-6174

ADDRESS
 941 Spring Street, Suite 3
 Placerville, CA 95667

SIGNATURE: *[Signature]* DATE: 01/18/08

Title: Finance Manager

D. OFFICE AUTHORIZED TO RECEIVE PAYMENTS

NAME	PHONE
C.L. Raffety	530.621.5800

ADDRESS
 360 Fair Lane
 Placerville, CA 95667

SIGNATURE: _____ DATE: _____

7. **GRANTOR AGREEMENT AND FUNDING AUTHORIZATION**

Susan Lussier, Deputy Director, Division of Administration
 Department of Alcohol and Drug Programs
 1700 K Street, Sacramento, CA 95814

SIGNATURE _____ DATE _____

GRANTEE
El Dorado County Public Health
9. Department, Alcohol & Drug Programs

GRANT NUMBER
SDF 07-15

8. EFFECTIVE DATE OF AGREEMENT: 10/1/2007

10. ACTION NO. 1 Date: 10/1/2007

11. TYPE OF AGREEMENT
Initial Revision Continue

REVISION NO. Date: SDFSC FUND County PROGRAM 50720/2610/702.62 PCA, INDEX, OBJECT

12. ACTION TAKEN
Fiscal Action Taken:

- Initial Grant Approval
- Obligation of \$223,640 Federal Award 07 for project year 1
- Inclusion of budget documents

Program Action Taken:

- Inclusion of revised work plan
- Inclusion of Terms and Conditions; Assurances and Certifications
- Inclusion of revised logic model

Catalog of Federal Domestic Assistance
No. 84.186

13. FUNDING DISPOSITION & STATUS

ITEM	CHAPTER	STATUTE	SFY	FED AWARD	AMOUNT	TOTAL	ADJ/SFY
#4200-101-0890-15-D	171	2007	07-08	07	\$ 223,640.00	\$ 223,640.00	
TOTAL					\$ 223,640.00	\$ 223,640.00	\$ -

Amount Encumbered by This Document	\$ 223,640.00
Total Amount Available This Period	\$ 223,640.00
Total Amount Encumbered	\$ 223,640.00
TOTAL FUNDS ALLOCATED	\$ 1,098,566

**14. CERTIFICATION OF ENCUMBERED FUNDS
ADP ACCOUNTING OFFICER AUTHORIZATION**

Name: Laurel Harper
Title: Accounting Administrator I

SIGNATURE DATE

15. BUDGET SUMMARY - Budget Period Ending: 9/30/2008

COST CATEGORY	2007 GRANT PERIOD	2008-2012 PRIOR GRANT	2007-2012 TOTAL GRANT	TOTAL GRANT BUDGET ESTIMATE
A. Direct Costs	\$ 186,173.00	\$ 727,019.00	\$ 913,192.00	\$ 913,192.00
D. Indirect Costs	\$ 14,894.00	\$ 58,162.00	\$ 73,056.00	\$ 73,056.00
E. Contractual Services	\$ 22,573.00	\$ 89,745.00	\$ 112,318.00	\$ 112,318.00
TOTAL FEDERAL FUNDS	\$ 223,640.00	\$ 874,926.00	\$ 1,098,566.00	\$ 1,098,566.00

16. PROJECT APPROVAL

Name: David Monti
Title: Assistant Deputy Director, Program Services Division

(Signature) _____
SIGNATURE DATE 1-2-08

County: El Dorado County Public Health,
Alcohol & Drug Programs Division

COST CATEGORY	BUDGET YEAR ESTIMATES					TOTAL COST TO PROJECT
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	
A. PERSONNEL COSTS						
<u>Health Education Coordinator (1.0 FTE)</u>						-
HEC Step 5 includes benefits	92,749	92,749	95,068	95,068	95,068	470,702
						-
<u>Health Program Specialist (1.0 FTE)</u>						-
HPS Step 2 includes benefits	65,924					65,924
Year 1 starts at step 2 and increases to step 5		69,220				69,220
			72,681			72,681
				76,315	76,315	152,630
Total Personnel Costs	158,673	161,969	167,749	171,383	171,383	831,157
B. TRAVEL EXPENSES						
Travel to remote areas of So. Lake Tahoe to targeted group population on a monthly basis	500	500	500	500	500	2,500
Training conference, 2 people @ \$500/ea	1,000	1,000	1,000	1,000	1,000	5,000
Additional Training for 2 additional people for CARS training and various	750	750	750	750	750	3,750
Total Travel Expenses	2,250	2,250	2,250	2,250	2,250	11,250
C. OTHER DIRECT COSTS						
1 PC with accessories @ \$1,500 includes shipping & handling	1,500	-	-	-	-	1,500
Consumable Curriculum Costs	1,750	1,750	1,750	1,750	1,750	8,750
Software for the Screening Tool	9,000	-	-	-	-	9,000
Prevention Education & Awareness - Pamphlets, T-Shirts, etc	1,000	1,000	1,000	1,000	1,000	5,000
Participation Support Costs-Food for Meetings	3,600	3,600	3,000	1,000	1,000	12,200
Participation Support Costs-Childcare	6,000	6,000	5,225	3,955	3,955	25,135
Participation Support Costs-bus passes	2,400	2,400	2,000	1,200	1,200	9,200
						-
Total Other Direct Costs	25,250	14,750	12,975	8,905	8,905	70,785
E. INDIRECT COSTS						
Total Indirect Costs @ 8%	14,894	14,318	14,638	14,603	14,603	73,056
F. CONTRACTUAL SERVICES						
Evaluation Services	22,573	21,639	22,388	22,859	22,859	112,318
Total Contractual Services	22,573	21,639	22,388	22,859	22,859	112,318
TOTAL BUDGET ESTIMATE ALL CATEGORIES	223,640	214,926	220,000	220,000	220,000	1,098,566

BUDGET ESTIMATE AND JUSTIFICATION NARRATIVE

Budget Justification Narrative

The SDFSC grant will fund a full time Health Education Coordinator position (1.0 FTE) and a full-time Health Program Specialist position (1.0 FTE). FTE totals include employer paid PERS, Employer paid Medicare, Employer paid health at the current employee selected rate, Employer paid Unemployment Insurance, Employer paid Disability Insurance, and bilingual certification. Travel, computer, and prevention education and awareness materials will also make up part of the total direct costs. Indirect costs include administrative costs such as fiscal oversight, document processing, overhead, and rent.

Personnel: Health Education Coordinator (\$92,749 - \$95,068/yr). Variance is due to proposed Cost of Living Adjustment in year three of grant term for county employees. This is a 1.0 FTE position. This person is responsible for coordinating the Las Decisiones Seguras program. The coordinator will be bilingual and their duties will include program design, implementation, and evaluation. The majority of the delivery of program services to participants will be carried out by this position.

Personnel: Health Program Specialist (\$65,924 - \$76,315/yr). Variance is due to proposed Cost of Living Adjustment in year three of grant term for county employees. This is a 1.0 FTE position. The program specialist's duties include program support, event coordinating, community liaison, data entry, and some delivery of program services to participants.

Travel: (\$2,250/yr). Travel will be necessary for personnel to visit partnering community agencies, schools, and other county departments in support of the program. In addition, South Lake Tahoe is isolated from the hub of El Dorado County, Placerville, by the Sierra Mountains. As a result, some travel will be necessary for meetings with the Alcohol and Drug Programs

Division in Placerville. Travel also includes costs for the grantor requirement of attending biannual training at the State Alcohol and Drug Program in Sacramento. Additionally, local travel is requested for two additional employees for mileage only to attend additional relevant training by the State ADP and CARS.

Direct: (\$25,250/yr1 and \$8,905 - \$14,750/yr thereafter). These direct costs are to cover one time cost in year 1 for a personal computer (PC) (\$1,500) and the purchase of a software program (\$9,000) for a screening tool that is specifically targeting high-risk use of Latino youth between the ages of 12-18. Additionally, the cost of the consumable curriculum is approximately \$35/student with servicing 50 youths per year in the program for a total cost of \$1,750/yr. \$1,000/yr for the costs of reproducing and/or purchasing prevention education pamphlets and T-shirts in English and Spanish that specifically targets the population group being served for the program. Participation support cost which includes \$3,600 for food costs, \$6,000 for child-care costs, and \$2,400 for bus passes. Participation support costs will help support the participants and their families during the 8 weeks Sembrando Salud (SS) course program and during special events and activities.

Indirect: (\$14,894-\$14,318). Variance is due to proposed Cost of Living Adjustment in year three of grant term for county employees. Indirect costs include administrative costs such as fiscal oversight, document processing, overhead, and rent.

Contractual Services: (\$22,573 -\$21,639). Contractual services required for the evaluator position. The scope of work will include developing tools, data collection, data analysis, and making recommendations for program improvement. The evaluator selection will be based upon the competitive process and in accordance to the El Dorado County Purchase Ordinance.

Attachment B: Logic Model

County: El Dorado

Project Name: Las Decisiones Seguras

	CONTRIBUTING FACTORS
<p>Identified Problem or Need Hispanic youth are substantially more likely to report binge drinking than either white or black youth.</p> <p>According to one 2004 study of young people in 5 Southwestern states, Mexican American seventh-12th graders are significantly more likely to be binge drinkers than their white peers (Swaim, Wayman, Chen, 2004).</p> <p>Young people who begin drinking before the age of 15 are four times more likely to become alcohol dependent than those who wait until they are 21, seven times more likely to be in a motor vehicle crash because of drinking, and at least 10 times more likely to be in a physical fight after drinking (Grant, Dawson, 1997).</p> <p>It is estimated that 30-32% of Hispanic teens binge drink or have experienced binge drinking in the last 30 days, (California Youth Risk Behavior Survey, 1999). The focus of this proposal has a total student population identifying as Hispanic or Latino/Latina of 476. Creating an at-risk population of 142-152.</p>	<p>1. Acculturation: Hispanic drinking patterns are related to degree of acculturation</p> <p>2. Family norms: May affect the identification of heavy drinking and the recognition of alcohol abuse as a health problem.</p> <p>3. Targeted alcohol advertising Hispanics are now the fastest growing ethnic group in the USA. In 2003 and 2004, 10 alcohol brands spent close to \$160 million to advertise on Spanish language television. In 2004, Hispanic youth heard 272% more radio advertising per capita for Beck's Beer than did non-Hispanic youth, as well as 194% more for Coors and 78% more for Budweiser.</p>

Attachment B: Logic Model

County: El Dorado

Project Name: Las Decisiones Seguras

GOAL	RESOURCES	STRATEGIES	EXPECTED OUTCOMES			MEASUREMENT INDICATORS
			Short Term	Intermediate	Long Term	
<p>Decrease binge drinking among 230 12 to 18 year-old Latino youth in the South Lake Tahoe region of El Dorado County.</p>	<p>1. 3 full time ethnically appropriate and trained staff. 2. Public Health facility that will provide adequate training and educational space. Food, transportation and childcare for program participants. 3. Funds for evaluation.</p>	<p>1. Creation and facilitation of a 12 member Planning Board capable of identifying and recruiting 230 Latino parent/child pairs exhibiting binge drinking risk factors. 2. Creation and implementation of a media task force that will create 6 PSA spots (year 1), 12 PSA spots (years 2-5) on and within local Latino television, radio and newspapers in South Lake Tahoe. 3. Staff implementation of 5 8-week Sembrando Salud (SS) programs per year to 10 Latino parent /child pairs screened as exhibiting binge drinking risk factors (3 8-week SS programs in year #1). 4. Program Evaluation</p>	<p>1. Community and agency commitment to attend Planning Board meetings (75% attendance of 75% of 12 member board). 2. Media task force has been identified and met (75% attendance of 75% original members.) 3. A minimum of 10 parent/child pairs will attend 50% (increasing 10% per year) of each SS program (50 families per year). 4. Creation an evaluation plan and of a baseline pre-test report covering both initial levels of binge drinking behaviors, knowledge & awareness and parent/child communication skills.</p>	<p>1. Refinement of SS screening tool and signed, agency specific, MOU's that agencies will use to recruit 230 Latino parent/child pairs. 2. Development of 54 media spots focusing on binge drinking in local Latino radio, television and newspapers in South Lake Tahoe. 3. Increased knowledge and awareness of Latino youth binge-drinking risk and protective factors and increased parent/child communication skills and behaviors. 4. Creation of a quarterly program evaluation report indicating levels in change of knowledge and awareness of binge drinking and parent/child communication and behaviors. Evaluator will contribute to quarterly and annual ADP reports.</p>	<p>1. Sustained use of strategies, MOU's and SS screening tools and processes beyond project. 2. Media spots and articles have been printed or have aired. 3. Decreased binge drinking, changes in individual and family behaviors regarding alcohol use and binge drinking and a decrease in negative parent/child communication and behaviors. 4. Measure decreases in Latino youth binge drinking and measure changes in Latino youth and family binge drinking attitudes, behaviors and communication.</p>	<p>1. Implementation and use of SS screening tools and MOU's at a minimum of 10 agency and community sites. 2. Specific community and school questionnaires about Latino binge drinking knowledge and awareness. Pre and post testing format and within discussion groups. 3. 30% reduction in target population binge drinking. A 30% decrease in positive binge drinking attitudes among target population families. 4. Pre and post reports (utilizing youth and family SS assessment instruments) establishing target population baseline data for binge drinking rates in youth as well as behavioral and attitudinal changes among 230 targeted Latino parent/child pairs.</p>

Attachment C: El Dorado County Work Plan
 Project Name: Las Decisiones Seguras
 Year 1

Goal 1: Develop a leadership coalition to target and implement binge drinking prevention strategies within the local Latino community in South Lake Tahoe.			
Objective 1.1: Create a Collaborative Planning Board with a Minimum of 12 identified community partners.			
Activities to meet Objectives	Responsible Party	Start Date	End Date
I. Send 24 recruitment flyers to prospective community, educational, agency and neighborhood entities requesting attendance at an orientation/educational meeting.	Project Director Program Coordinator Program Assistant	10-1-07	12-31-07
II. Confirm 12 of 24 invitees to agree to act as Planning Board.	Project Director Program Coordinator	10-1-07	01-31-07
III. Conduct monthly Planning Board meetings, SS screening tool training and two semi-annual retreats.	Project Director Program Coordinator Program Assistant	10-01-07	09-30-08
IV. Collect, document and produce quarterly reports regarding Planning Board strategies, meeting/retreat results and input.	Evaluator Project Director Program Coordinator	10-1-07	9-30-08
Goal 2: Develop social awareness and knowledge within the Latino community about binge drinking.			
Objective 2.1: Create 6 culturally specific marketing spots designed to reach local Latino population.			
Activities to meet Objectives	Responsible Party	Start Date	End Date
I. Research social marketing strategies for binge drinking and alcohol use for Latino groups and design a minimum of 6 media strategies.	Program Coordinator Program assistant	10-1-07	02-28-08
II. Send announcements and recruit at least six local radio, television, middle school, high school media representatives to develop and implement binge drinking awareness/prevention media campaign within South Lake Tahoe, South Tahoe Middle School and South Tahoe High Schools.	Program Coordinator Program assistant	10-1-07	9-30-08
III. Create 6 media spots.	Media Task Force Project Director Program Assistant	10-1-07	9-30-08
IV. Track and document media spot creation dates as well as dates/times/locations published, printed and/or aired.	Media Task Force Program Assistant	10-1-07	9-30-08
V. Evaluate effectiveness of 6 media spots.	Evaluator	10-1-07	9-30-08

Attachment C: El Dorado County Work Plan
 Project Name: Las Decisiones Seguras
 Year 1 (con't)

Goal 3: Reduce binge drinking behaviors among 30 South Lake Tahoe Latino youth between the ages of 12-18 years old.			
Objective 4.1: Provide Sembrando Salud curriculum to 30 Latino youth and families identified as having binge drinking risk factors.			
Activities to meet Objectives	Responsible Party	Start Date	End Date
I. Refine and implement Latino SS screening and assessment tool.	Project Director	10-1-07	12-31-07
II. Train Planning Board members on use of SS screening tool.	Program Coordinator	10-1-07	02-28-08
III. Recruit 30 parent/child pairs as candidates for SS program using screening/assessment tools while offering childcare, transportation and food to participants.	Program Assistant	02-1-08	02-28-08
IV. Establish target population baseline binge drinking awareness, knowledge and understanding through SS pre-assessment tool.		03-01-08	9-30-08
V. Conduct and document 3 8-week SS programs.		03-01-08	04-01-08
VI. Document binge drinking changes in awareness, knowledge and understanding through SS post-assessment tool implementation and evaluation.		8-31-08	9-30-08
Goal 4: Collect and store evaluation data			
Objective 4.1 Develop evaluation plan that defines what data is to be collected, assign collection tasks and establish timelines.			
Activities to meet Objectives	Responsible Party	Start Date	End Date
I. Hire program evaluator through county's competitive process.	Program Director Program Coordinator	12-1-07	2-1-08
II. Work with county IT dept. and evaluator to develop a data base to store data that is compatible for county and evaluator.	Project Director Program Coordinator Evaluator	2-1-08	2-28-08
III. Administer "pre" SS assessment test to all program youth and administer "pre" SS assessment for all program parents. Produce baseline and end of session reports.	Program Coordinator Program Assistant	1-31-08	2-28-08
IV. Enter youth and parent data into data base.	Program Coordinator Program Assistant Evaluator	2-28-07	3-31-08
V. Administer "post" SS assessment tests to all parent /child pairs and analyze data.	Program Coordinator Program assistant Evaluator	3-31-08	9-30-08
VI. Produce quarterly reports and annual report, including ADP reports.	Project Director Evaluator	1-31-08	3-31-08 6-30-08 9-30-08

Attachment C: Work Plan
 County: El Dorado
 Project Name: Las Decisiones Seguras
 Year 2

Goal 1: Develop a leadership coalition to target and implement binge drinking prevention strategies within the local Latino community in South Lake Tahoe.			
Objective 1.1: Continue Collaborative Planning Board meetings with a minimum of 12 identified community partners.			
Activities to meet Objectives	Responsible Party	Start Date	End Date
I. Confirm 12 Planning Board members Year 2 commitment to attend meetings and resign MOU's.	Project Director Program Coordinator	10-1-08	11-31-08
II. Conduct monthly Planning Board meetings and two semi-annual retreats.	Project Director Program Coordinator Program Assistant	10-01-08	09-30-09
IV. Collect, document and produce quarterly reports regarding Planning Board strategies, meeting/retreat results and input.	Evaluator Project Director Program Coordinator	10-1-08	9-30-09
Goal 2: Continue developing social awareness and knowledge within the Latino community about binge drinking.			
Objective 2.1: Create 12 culturally specific marketing spots designed to reach local Latino population.			
Activities to meet Objectives	Responsible Party	Start Date	End Date
I. Research new social marketing strategies for binge drinking and alcohol use for Latino groups and design a minimum of 12 media strategies.	Program Coordinator Program assistant	10-1-08	12-31-08
II. Continue facilitation of six local radio, television, middle school, high school media representatives to develop and implement binge drinking awareness/prevention media campaign within South Lake Tahoe, South Tahoe Middle School and South Tahoe High Schools.	Program Coordinator Program assistant	10-1-08	9-30-09
III. Create 12 media spots.	Media Task Force Project Director Program Assistant	10-1-08	9-30-09
IV. Track and document media spot creation dates as well as dates/times/locations published, printed and/or aired.	Media Task Force Program Assistant	10-1-08	9-30-09
V. Evaluate effectiveness of 12 media spots.	Evaluator	10-1-08	9-30-09

Attachment C: Work Plan
 County: El Dorado
 Project Name: Las Decisiones Seguras
 Year 2 (con't)

Goal 3: Reduce binge drinking behaviors among 50 South Lake Tahoe Latino youth between the ages of 12-18 years old.			
Objective 4.1: Provide Sembrando Salud curriculum to 50 Latino youth and families identified as having binge drinking risk factors.			
Activities to meet Objectives	Responsible Party	Start Date	End Date
I. Recruit 50 parent/child pairs as candidates for SS program using screening/assessment tools while offering childcare, transportation and food to participants.	Project Director	10-1-08	9-30-09
II. Establish target population baseline binge drinking awareness, knowledge and understanding through SS pre-assessment tool.	Program Coordinator	10-1-08	12-31-08
III. Conduct and document 5 8-week SS programs.	Program Assistant	10-1-08	9-30-09
IV. Document binge drinking changes in awareness, knowledge and understanding through SS post-assessment tool implementation and evaluation.	Evaluator	12-31-08	9-30-09
Goal 4: Collect and store evaluation data			
Objective 4.1 Maintain evaluation plan that defines what data is to be collected, assign collection tasks and establish timelines.			
Activities to meet Objectives	Responsible Party	Start Date	End Date
I. Work with county IT dept. and evaluator to maintain a data base to store data that is compatible for county and evaluator.	Project Director Program Coordinator Evaluator	10-1-08	9-30-09
II. Administer "pre" SS assessment test to all program youth and administer "pre" SS assessment for all program parents. Produce baseline and end of session reports.	Program Coordinator Program Assistant	12-31-08	9-30-09
III. Enter youth and parent data into data base.	Program Coordinator Program Assistant Evaluator	12-31-08	9-30-09
IV. Administer "post" SS assessment tests to all parent /child pairs and analyze data.	Program Coordinator Program assistant Evaluator	12-31-08	9-30-09
V. Produce quarterly reports and annual report, including ADP reports.	Project Director Evaluator	1-31-09	3-31-09 6-30-09 9-30-09

Attachment C: Work Plan
 County: El Dorado
 Project Name: Las Decisiones Seguras
 Year 3

Goal 1: Continue a leadership coalition to target and implement binge drinking prevention strategies within the local Latino community in South Lake Tahoe.			
Objective 1.1: Continue Collaborative Planning Board with a minimum of 12 identified community partners.			
Activities to meet Objectives	Responsible Party	Start Date	End Date
I. Confirm 12 Planning Board member's commitment to attend monthly meetings.	Project Director Program Coordinator	10-1-09	01-31-09
II. Conduct monthly Planning Board meetings and two semi-annual retreats.	Project Director Program Coordinator Program Assistant	10-01-09	09-30-10
III. Collect, document and produce quarterly reports regarding Planning Board strategies, meeting/retreat results and input.	Evaluator Project Director Program Coordinator	10-1-09	9-30-10
Goal 2: Continue development of social awareness and knowledge within the Latino community about binge drinking.			
Objective 2.1: Create 12 culturally specific marketing spots designed to reach local Latino population.			
Activities to meet Objectives	Responsible Party	Start Date	End Date
I. Continue research in social marketing strategies for binge drinking and alcohol use for Latino groups and design a minimum of 12 media strategies.	Program Coordinator Program assistant	10-1-09	02-28-10
II. Continue meeting with six local radio, television, middle school, high school media representatives to develop and implement binge drinking awareness/prevention media campaign within South Lake Tahoe, South Tahoe Middle School and South Tahoe High Schools.	Program Coordinator Program assistant	10-1-09	9-30-10
III. Create 12 media spots.	Media Task Force Project Director Program Assistant	10-1-09	9-30-10
IV. Track and document media spot creation dates as well as dates/times/locations published, printed and/or aired.	Media Task Force Program Assistant	10-1-09	9-30-10
V. Evaluate effectiveness of 12 media spots.	Evaluator	10-1-09	9-30-10

Attachment C: Work Plan
 County: El Dorado
 Project Name: Las Decisiones Seguras
 Year 3 (con't)

Goal 3: Reduce binge drinking behaviors among 50 South Lake Tahoe Latino youth between the ages of 12-18 years old.			
Objective 4.1: Provide Sembrando Salud curriculum to 50 Latino parent/child pairs identified as having binge drinking risk factors.			
Activities to meet Objectives	Responsible Party	Start Date	End Date
I. Recruit 50 parent/child pairs as candidates for SS program using screening/assessment tools while offering childcare, transportation and food to participants.	Project Director	10-1-09	9-30-10
II. Establish target population baseline binge drinking awareness, knowledge and understanding through SS pre-assessment tool.	Program Coordinator	10-1-09	9-30-10
III. Conduct and document 5 8-week SS programs.	Program Assistant	10-1-09	9-30-10
IV. Document binge drinking changes in awareness, knowledge and understanding through SS post-assessment tool implementation and evaluation.		12-31-09	9-30-10
Goal 4: Continue collection and storage of evaluation data			
Objective 4.1 Continue evaluation plan that defines what data is to be collected, assign collection tasks and establish timelines.			
Activities to meet Objectives	Responsible Party	Start Date	End Date
I. Continue to work with county IT dept. and evaluator to develop a data base to store data that is compatible for county and evaluator.	Project Director Program Coordinator Evaluator	10-1-09	12-31-10
II. Administer "pre" SS assessment test to all program youth and administer "pre" SS assessment for all program parents. Produce baseline and end of session reports.	Program Coordinator Program Assistant	10-1-09	9-30-10
III. Enter youth and parent data into data base.	Program Coordinator Program Assistant Evaluator	10-1-09	9-30-10
IV. Administer "post" SS assessment tests to all parent /child pairs and analyze data.	Program Coordinator Program assistant Evaluator	12-31-09	9-30-10
V. Produce quarterly reports and annual report, including ADP reports.	Project Director Evaluator	1-31-10	3-31-10 6-30-10 9-30-10

Attachment C: Work Plan
 County: El Dorado
 Project Name: Las Decisiones Seguras
 Year 4

Goal 1: Continue a leadership coalition to target and implement binge drinking prevention strategies within the local Latino community in South Lake Tahoe.				
Objective 1.1: Continue collaborative Planning Board meetings with a minimum of 12 identified community partners.				
Activities to meet Objectives	Responsible Party	Start Date	End Date	
I. Confirm 12 Planning Board member's commitment to attend monthly meetings.	Project Director Program Coordinator	10-1-10	12-31-10	
II. Conduct monthly Planning Board meetings and two semi-annual retreats.	Project Director Program Coordinator Program Assistant	10-01-10	09-30-11	
III. Collect, document and produce quarterly reports regarding Planning Board strategies, meeting/retreat results and input.	Evaluator Project Director Program Coordinator	10-1-10	9-30-11	
Goal 2: Continue developing social awareness and knowledge within the Latino community about binge drinking.				
Objective 2.1: Create 12 culturally specific marketing spots designed to reach local Latino population.				
Activities to meet Objectives	Responsible Party	Start Date	End Date	
I. Continue research in social marketing strategies for binge drinking and alcohol use for Latino groups and design a minimum of 12 media strategies.	Program Coordinator Program assistant	10-1-10	09-30-11	
II. Continue meeting with six local radio, television, middle school, high school media representatives to develop and implement binge drinking awareness/prevention media campaign within South Lake Tahoe, South Tahoe Middle School and South Tahoe High Schools.	Program Coordinator Program assistant	10-1-10	9-30-11	
III. Create 12 media spots.	Media Task Force Project Director Program Assistant	10-1-10	9-30-11	
IV. Track and document media spot creation dates as well as dates/times/locations published, printed and/or aired.	Media Task Force Program Assistant	10-1-10	9-30-11	
V. Evaluate effectiveness of 12 media spots.	Evaluator	10-1-10	9-30-11	

Attachment C: Work Plan
 County: El Dorado
 Project Name: Las Decisiones Seguras
 Year 4 (con't)

Goal 3: Reduce binge drinking behaviors among 50 South Lake Tahoe Latino youth between the ages of 12-18 years old.			
Objective 4.1: Provide Sembrando Salud curriculum to 50 Latino parent/child pairs identified as having binge drinking risk factors.			
Activities to meet Objectives	Responsible Party	Start Date	End Date
I. Recruit 50 parent/child pairs as candidates for SS program using screening/assessment tools while offering childcare, transportation and food to participants. II. Establish target population baseline binge drinking awareness, knowledge and understanding through SS pre-assessment tool. III. Conduct and document 5 8-week SS programs. IV. Document binge drinking changes in awareness, knowledge and understanding through SS post-assessment tool implementation and evaluation.	Project Director Program Coordinator Program Assistant	10-1-10 10-1-10 10-1-10 12-31-10	9-30-11 9-30-11 9-30-11 9-30-11
Goal 4: Continue to collect and store evaluation data			
Objective 4.1 Continue evaluation plan that defines what data is to be collected, assign collection tasks and establish timelines.			
Activities to meet Objectives	Responsible Party	Start Date	End Date
I. Continue to work with county IT dept. and evaluator to develop a data base to store data that is compatible for county and evaluator. II. Administer "pre" SS assessment test to all program youth and administer "pre" SS assessment for all program parents. Produce baseline and end of session reports. III. Enter youth and parent data into data base. IV. Administer "post" SS assessment tests to all parent /child pairs and analyze data. V. Produce quarterly reports and annual report, including ADP reports.	Project Director Program Coordinator Evaluator Program Coordinator Program Assistant Program Coordinator Program Assistant Evaluator Program Coordinator Program assistant Evaluator Project Director Evaluator	10-1-10 10-1-10 10-1-10 10-1-10 12-31-10 1-31-10	12-31-10 9-30-11 9-30-11 9-30-11 3-31-11 6-30-11 9-30-11

Attachment C: Work Plan
 County: El Dorado
 Project Name: Las Decisiones Seguras
 Year 5

Goal 1: Continue leadership coalition to target and implement binge drinking prevention strategies within the local Latino community in South Lake Tahoe.			
Objective 1.1: Continue Collaborative Planning Board with a Minimum of 12 identified community partners.			
Activities to meet Objectives	Responsible Party	Start Date	End Date
I. Confirm 12 Planning Board member's commitment to attend monthly meetings.	Project Director Program Coordinator	10-1-11	12-31-11
II. Conduct monthly Planning Board meetings and two semi-annual retreats.	Project Director Program Coordinator Program Assistant	10-01-11	09-30-12
III. Collect, document and produce quarterly reports regarding Planning Board strategies, meeting/retreat results and input.	Evaluator Project Director Program Coordinator	10-1-11	9-30-12
Goal 2: Continue developing social awareness and knowledge within the Latino community about binge drinking.			
Objective 2.1: Create 12 culturally specific marketing spots designed to reach local Latino population.			
Activities to meet Objectives	Responsible Party	Start Date	End Date
I. Continue research in social marketing strategies for binge drinking and alcohol use for Latino groups and design a minimum of 12 media strategies.	Program Coordinator Program assistant	10-1-11	9-30-12
II. Continue meeting with six local radio, television, middle school, high school media representatives to develop and implement binge drinking awareness/prevention media campaign within South Lake Tahoe, South Tahoe Middle School and South Tahoe High Schools.	Program Coordinator Program assistant	10-1-11	9-30-12
III. Create 12 media spots.	Media Task Force Project Director Program Assistant	10-1-11	9-30-12
IV. Track and document media spot creation dates as well as dates/times/locations published, printed and/or aired.	Media Task Force Program Assistant	10-1-11	9-30-12
V. Evaluate effectiveness of 12 media spots.	Evaluator	10-1-11	9-30-12

Attachment C: El Dorado County Work Plan
 Project Name: Las Decisiones Seguras
 Year5 (con't)

Goal 3: Reduce binge drinking behaviors among 50 South Lake Tahoe Latino youth between the ages of 12-18 years old.			
Objective 4.1: Provide Sembrando Salud curriculum to 50 Latino parent/child pairs identified as having binge drinking risk factors.			
Activities to meet Objectives	Responsible Party	Start Date	End Date
I. Recruit 50 parent/child pairs as candidates for SS program using screening/assessment tools while offering childcare, transportation and food to participants.	Project Director	10-1-11	9-30-12
II. Establish target population baseline binge drinking awareness, knowledge and understanding through SS pre-assessment tool.	Program Coordinator	10-1-11	9-30-12
III. Conduct and document 5 8-week SS programs.	Program Assistant	10-1-11	9-30-12
IV. Document binge drinking changes in awareness, knowledge and understanding through SS post-assessment tool implementation and evaluation.		12-31-11	9-30-12
Goal 4: Continue to collect and store evaluation data			
Objective 4.1 Develop evaluation plan that defines what data is to be collected, assign collection tasks and establish timelines.			
Activities to meet Objectives	Responsible Party	Start Date	End Date
I. Continue working with county IT dept. and evaluator to maintain a data base to store data that is compatible for county and evaluator.	Project Director Program Coordinator Evaluator	10-1-11	12-31-12
II. Administer "pre" SS assessment test to all program youth and administer "pre" SS assessment for all program parents. Produce baseline and end of session reports.	Program Coordinator Program Assistant	10-1-11	9-30-12
III. Enter youth and parent data into data base.	Program Coordinator Program Assistant Evaluator	10-1-11	9-30-12
IV. Administer "post" SS assessment tests to all parent /child pairs and analyze data.	Program Coordinator Program assistant Evaluator	12-31-11	9-30-12
V. Produce quarterly reports and annual report, including ADP reports.	Project Director Evaluator	1-31-11	3-31-12 6-30-12 9-30-12

IV Assurances (Required, 0 points)

As the duly authorized representative of the applicant, I assure that the:

1. Applicant has the legal authority to apply for federal assistance, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project described in this application.
2. Programs/activities will foster safe and drug-free learning environments.
3. Programs/activities will help individuals choose to forego or quit the use of alcohol, tobacco, and other drugs.
4. Drug and violence prevention programs supported under this grant will convey a clear and consistent message that acts of violence and the illegal use of alcohol, tobacco, and other drugs are wrong and harmful.
5. Programs/activities, as implemented, will meet Principles of Effectiveness.
Programs/activities are:
 - a) Based on an assessment of objective data regarding the incidence of violence and illegal drug use in the communities to be served, including an objective analysis of the current conditions and consequences regarding violence and illegal drug use that is based on ongoing local assessment or evaluation activities;
 - b) Based on an established set of performance measures aimed at ensuring that the communities to be served by the program have a safe, orderly, and drug-free environment;
 - c) Based on scientifically based research that provides evidence that the program to be used will reduce violence and illegal drug use;
 - d) Based on an analysis of the data reasonably available at the time, of the prevalence of risk factors, protective factors, buffers, assets, or other variables in communities in the state identified through scientifically based research; and
 - e) Include meaningful and ongoing consultation with and input from parents in the development of the application and administration of the program or activity.
6. Programs/activities will undergo periodic evaluations to assess their progress toward reducing violence and illegal drug use. The results will be used to refine, improve, and strengthen the program, and to refine the performance measures, and will also be made available to the public.
7. Control of funds provided under this program and title to property acquired with program funds will be in a public agency, a nonprofit private agency, institution, or organization, or an Indian tribe.
8. A public agency, nonprofit private agency, institution, organization, or Indian tribe will administer those funds and property to the extent required by authorizing law.

19. Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
20. Applicant will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
21. Applicant will comply with all state requirements relating to nondiscrimination: During the performance of this agreement, grantee and any subawardees shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Grantee and subawardees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subawardees shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 1, Section 7285 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof, as if set forth in full. Grantee and its subawardees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

Applicant shall include the nondiscrimination and compliance provisions of this clause in all subawards to provide services or perform work under this Agreement.

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

Under the laws of the State of California that Applicant and its subawardees shall not unlawfully discriminate in the provision of services because of race, color, creed, national

VII. Certifications Form

Certification –Drug-Free Workplace

This certification is required under the laws of the State of California implementing the Drug-Free Workplace Act of 1990 (California Government Code Section 8350 et seq.). The regulations require certification by grantees, prior to award, that they will maintain a drug-free workplace.

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that the applicant 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 a drug-free awareness program to inform employees about—
 - the dangers of drug abuse in the workplace,
 - the grantee's policy of maintaining a drug-free workplace,
 - any available drug counseling, rehabilitation, and employee assistance programs, and
 - 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 will—
 - receive a copy of the agency's drug-free workplace policy statement; and
 - agree to abide by the terms of the statement as a condition of employment under the grant.

Failure to comply with these requirements may result in the suspension of payments under the agreement or termination of the agreement, or both, and grantee, subcontractor, or subcontractor may be ineligible for award of any future state agreements if the Department of Alcohol and Drug Programs determines that the grantee or subawardee has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

Certification –Lobbying Activities

As required by 34 CFR Part 83, as the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement;

Safe and Drug Free Schools and Communities County Grant Program

GENERAL TERMS AND CONDITIONS

These terms and conditions, when applicable, are to be incorporated by reference and made a part of, but not necessarily limited to, the following documents: grant project agreements, subgrants, contracts, subcontracts, interagency agreements, invitations for bid, and requests for proposal for goods and services for which Safe and Drug Free Schools grant funding reimbursement is requested through the California Department of Alcohol and Drug Programs.

I Grant Project Agreement Exhibits

- A. This Grant Project Agreement (Agreement) between the Department of Alcohol and Drug Programs (State) and the county named in the Notice of Grant Agreement attached hereto (Grantee) consists of the Notice of Grant Agreement (ADP 100169); the approved application, which includes, but is not limited to the Project Budget, the Budget Justification, and the Work Plan; Assurance and Certifications; Terms and Conditions; and the Request for Application and the Grantee's response, which is incorporated by reference. If there is any conflict between provisions in the various documents, the Terms and Conditions will control over other incorporated documents, e.g., the request for application or the application,
- B. This grant is governed by the No Child Left Behind Act of 2001(NCLB), implementing regulations, and the most recent information available from the U.S. Department of Education (USDOE). The State reserves the right to amend the terms and conditions of this grant program based on future clarification by the USDOE.
- C. The Grantee will follow the program goals and objectives, tasks and time frames as agreed upon through its application, which are incorporated by reference.
- D. This Agreement is of no force or effect until signed by both parties. Grantee may not commence performance until such approval has been obtained.

II Grant Term and Authority

- A. The term of this Agreement is shown on page one of the Notice of Grant Agreement. However, this Agreement will be valid and enforceable for subsequent years past the first year of the Agreement only if sufficient funds are made available to the State by the United States Government for the purposes of the program, and the Grantee satisfactorily complies with all requirements of the Agreement.
- B. The source of funds is Safe and Drug Free Schools and Communities Act (SDFSC), (20 USC §7111 et seq.) The federal funds identified in this Agreement are time limited. In order for the Grantee to receive payment from the federal funds identified in this Agreement, the Grantee must expend funds in the timeframes identified in the project budget estimate and submit financial claims and progress reports within the timeframes specified in this Agreement . Failure to submit Grant Award Quarterly Claim Form (ADP 100170), and reports within the specified timeframes will result in such claims not being paid if the time for which such funds are available has expired.
- C. The Agreement will be subject to any additional restrictions, limitations, or conditions enacted by Congress or conditions that may affect the provision, terms, or funding of

the Agreement in any manner. If funds are not appropriated for this program, the Agreement will be terminated and have no further force and effect.

- D. It is mutually understood between the parties that this Agreement was written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- E. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, the State has the option to void the Agreement or to amend the Agreement to reflect any reduction in funds.

III Use of Funds

- A. Grantee is legally and financially responsible for all aspects of this grant, including subawards.
- B. Grant funds provided cannot be used for construction, or to provide medical services, drug treatment, or rehabilitation.
- C. Grant funds may not be used for religious worship, instruction, proselytization, or for equipment and supplies to be used for any of these activities.
- D. Grant funds must be used to supplement the level of state, local, and other non-Federal funds and not to replace funds that would have been available to conduct activities if SDFSC funds had not been available.
- E. Grantee or subawardees who apply or bid for an award of \$100,000 or more shall file the required anti-lobbying certification. Each tier certifies to the tier above it that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency or any officer, employee or member of Congress in connection with the awarding, modifying, renewing or extending of any federal contract, grant, loan, cooperative agreement, or any other award covered by 31 USC 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier.
- F. Grantee is responsible for assuring that the use of funds from this grant will comply with the relevant portions of the No Child Left Behind Act of 2001 and the Education Department General Administrative Regulations (EDGAR). Further, the funds will only be used for allowable costs under the appropriate Office of Management and Budget Circular, "General Principles for Determining Allowable Costs" (OMB Circular A-87, A-122, or A-21).
- G. Grantee agrees that it has no ongoing or completed projects under agreement with other federal funding sources that duplicate or overlap any work contemplated or described in this project. It is further agreed that any pending or proposed request for other federal grant funds that would duplicate or overlap work under this project will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of federal fund expenditures subsequently determined by audit will be subject to recovery.

IV Program Implementation

Grantee must implement the program or be substantively involved in the grant program. Substantive involvement means "the primary project activities for which grant support is provided and/or a significant portion of the activities to be conducted under the grant." In no instance may the Grantee act solely as a pass-through entity for SDFSC funding.

V Program and Agreement Revisions

- A. Both Grantee and the State must agree in order to revise the project. Grantee shall contact the PSD County Analyst before making any changes to the budget, goals, objectives, or design of the project plan to determine if changes 1) can be made without written approval of the State, 2) require written approval of the State, or 3) require a formal grant revision. Changes requiring written approval will not be valid unless such approval is given. Changes requiring a formal grant revision shall not be valid unless made in writing, signed by the parties, and approved as required. Project modifications made prior to obtaining written approval as required are subject to denial from the PSD County Analyst, and may result in denial of payment for all charges related to the modification(s) made.
- B. The proposed revisions that affect the program budget shall include a revised Budget Estimate and Budget Justification, and a statement of the reason and basis for the proposed change.
- C. In the event of changes in law that affect provisions of this Agreement, the parties agree to revise 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 Agreement are severable and in the event of changes in law as described above, the unaffected provisions and obligations of this Agreement will remain in full force and effect.
- D. This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State. If the State approves the assignment, the assignee and the State must enter into a formal written revision of the Agreement.

VI Reimbursement Claims

- A. The Grantee will be reimbursed in arrears for actual allowable costs incurred under this grant program.
- B. The Grantee must seek reimbursement from the State by submitting a complete Grant Award Quarterly Claim Form (ADP 100170), which is incorporated by this reference. The claim shall include all grant-related costs for the billing period, and be submitted no more and no less frequently than once each quarter of the project year. Claims are to be received by the PSD County Analyst no later than 30 days after the close of each calendar quarter (i.e., receipt not later than January 31, April 30, July 31, and October 31).
- C. Claims are to be submitted to the PSD County Analyst, SDFSC County Grant Program, California Department of Alcohol and Drug Programs, Prevention Services Division, 1700 K Street, Sacramento, CA 95814. Grantee is responsible for assuring that the Analyst receives claims.

- D. The PSD County Analyst will review the claim for allowability of costs. If costs are disallowed, State will recover those costs. Approval by the PSD County Analyst does not preclude denial or recovery on further review or audit.
- E. Claims will be submitted by the PSD County Analyst to the Alcohol and Drug Programs Accounting Section for payment only after the Analyst has reviewed and approved the quarterly/annual progress report for the billing period covered by the claim.
- F. The State may withhold or disallow grant payments, reduce or terminate grant funds, and/or deny future grant funding anytime a Grantee fails to comply with any term or condition of the Agreement or program guidelines. Failure to comply may include, but is not limited to, the failure to submit acceptable and timely reimbursement claims, quarterly, or annual comprehensive reports.

VII Reporting Requirements

- A. Grantee is required to submit quarterly progress reports and claims for each calendar quarter, or portion thereof, during which the grant is in effect. Reports and claims are to be received by the State no later than 30 days after the close of each calendar quarter, i.e, receipt required by January 31, April 30, July 31, and October 31.
- B. Quarterly reports must include the following: a comparison of the actual accomplishments to the goals and objectives established for the period; the reasons for any variance if objectives were not met and the plans to address the variance; a fiscal report of expended grant funds; and additional pertinent information including, when appropriate, analysis and explanation of costing problems.
- C. Grantee is required to submit a comprehensive report at the end of each 12-month project year. Annual reports are due 60 days after the end of the project year.
- D. Grantee is required to submit a final performance report. The final report is due 90 days after the end of the project period.

VIII Subcontracts/Subgrants

Grantee may subgrant/subcontract for elements of program implementation. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subawardees, and no subagreements shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to pass down to subawardees all applicable federal and state requirements. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its subawardees and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subawardees is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subawardee.

IX Audits

- A. Grantee shall comply, and shall require that subawardees comply, with all terms and conditions of this Agreement and all pertinent state and federal statutes and regulations. The State, the Comptroller General of the United States, or other authorized federal and state agencies and representatives, will be allowed to evaluate the quality, appropriateness, and timeliness of services performed under this grant.

- B. By accepting these grant funds, Grantee is agreeing to participate in audits as requested by the State, or authorized federal agencies and representatives, and as required by Office of Management and Budget (OMB) Circular A-133. Audits may be requested for the purpose of programmatic and/or fiscal review. Grantee will assure that entities expending subawards under this Agreement participate in audits, as required by OMB Circular A-133.

X Retention and Access Requirements for Records

- A. Any and all financial and programmatic records, supporting documents, statistical records of the Grantee or subawardees shall be maintained by the Grantee and subawardees as required by 34 CFR 74.53 or 34 CFR 80.42, as applicable. The U.S. Department of Education, the Comptroller General of the United States, the State, or any of their authorized representatives, shall have the right to timely and unrestricted access to any pertinent books, documents, papers, or other record of Grantee or subawardees which are pertinent to the grant, in order to make audits, examinations, excerpts, transcripts, and copies of such documents. These records may be inspected and copied at any time during normal business hours. Unannounced visits may be made at the discretion of the State. Employees who might reasonably have information related to such records may be interviewed. Further, Grantee agrees to include a similar right of access to records of the State and authorized federal agencies and representatives, in any subawards related to performance of this Agreement.
- B. If this Agreement is terminated for convenience or for cause, the records will be retained by the State, or by the Grantee upon approval of a written plan submitted by the Grantee that assures appropriate retention periods as specified in 34 CFR 80.42, and assures access by the State or authorized federal agencies and representatives as stated in clause X.A.

XI Compliance Review

- A. The State will monitor counties and programs for compliance with the requirements of the Agreement and will review strategic plans and performance reports. The Agreement will be monitored to ensure quality programs, coordination of efforts, and compliance with the statutes, regulations, and the Principles of Effectiveness. If programs are not meeting the requirements of the Agreement, a plan for corrective action will be required and the State may provide technical assistance to achieve compliance or reduce or terminate the funding under the Agreement.
- B. Site visits to the Grantee and/or subawardee may be as frequent as deemed necessary by the State, but shall be at least once during the grant period. Site visits may be requested for the purpose of programmatic and/or fiscal review. Appointments will usually be made in advance of site visits.

XII Disadvantaged business enterprise/small business affirmative steps

Grantee will take all necessary affirmative steps to assure that disadvantaged business enterprises (DBE), as defined in 49 Code of Federal Regulations 26.5, are used as vendors when possible. Affirmative steps shall include:

- Placing qualified DBEs and small businesses on solicitation lists.
- Assuring that DBEs and small businesses are solicited whenever they are potential sources.
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small businesses and DBEs.

- Establishing delivery schedules, where the requirement permits, which encourage the participation by DBEs and small businesses.
- Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- Requiring the prime recipient, if subagreements are to be let, to take the affirmative steps listed above.

XIII Child Support Compliance Act

For any agreement in excess of \$100,000, the Grantee and subawardees must acknowledge that they:

- 1) Recognize 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 California Family Code; and
- 2) To the best of their knowledge, are 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.

XIV Confidentiality of Information

- A. Grantee and its subawardees that provide services covered by this Agreement shall comply with all applicable state and federal statutes and regulations regarding confidentiality, including, but not limited to, the confidentiality of information requirements in 42 USC Section 290 dd-z; Part 2, Title 42, CFR; Section 11845.5 of the Health and Safety Code; and the Health Insurance Portability and Accountability Act of 1996, as applicable.
- B. Grantee and its subawardees shall ensure that the identity of persons receiving services under this Agreement is not published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law.
- C. Grantee shall monitor compliance with the above provisions and shall include them in all subawardees.

XV Nondiscrimination in Services

- A. For the purpose of this Agreement, discriminations on the basis of race, color, creed, national origin, sex, age, or physical or mental disability include, but are not limited to, the following: denying an otherwise eligible individual any service or providing a benefit which is different, or is provided in a different manner or at a different time, from that provided to others under this Agreement; subjecting any individual to segregation or separate treatment in any matter related to the receipt of any service; restricting an otherwise eligible individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or treating any individual differently from others in determining whether such individual satisfied any admission, enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or benefit.
- B. Grantee shall, on a cycle of at least every three years, assess, monitor, and document

each subawardee's compliance with the Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990 to ensure that recipients/beneficiaries and intended recipients/beneficiaries of services are provided services without regard to physical or mental disability. Grantee shall also monitor to ensure that beneficiaries and intended beneficiaries of service are provided services without regard to race, color, creed, national origin, sex, or age.

- C. Noncompliance shall constitute grounds for the State to withhold payments under this Agreement or terminate all, or any type, of funding provided hereunder.

XVI Conflict of Interest

Grantee agrees it is aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification. Other conflict of interest rules may also apply.

Current State Employees (California Public Contracts Code Section 10410)

- 1) No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (California Public Contracts Code Section 10411)

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee, contractor, or subcontractor shall render this Agreement void. (California Public Contracts Code Section 10420)

Members of boards or commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. [California Public Contracts Code Section 10430(e)]

XVII Resolution

Upon request, Grantee must provide the State with a copy of the resolution, order, motion, or ordinance of the local governing body that by law has authority to enter into an Agreement, authorizing execution of the Agreement.

XVIII No Unlawful Use, or Unlawful Use Messages, Regarding Drugs and/or Alcohol

Grantee agrees that information produced through these funds, and which pertains to drug- and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug- or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (Health and Safety Code Section 11999). By signing this Agreement, Grantee agrees that it and its subawardees will enforce these requirements.

XIX Smoking Prohibition Requirements

Grantee shall comply, and require that subawardees comply, with Public Law 103-227, also known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted 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, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that 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 Women, Infants, and Children (WIC) coupons are redeemed.

XIX Hazardous Activities

Grantee shall have liability insurance sufficient to cover hazardous activities pursuant to Section 7.40 of the *State Contracting Manual* (Document 1S), incorporated by this reference. To the extent Grantee contracts or subcontracts for the provision of transportation services, Grantee is liable to determine that the contractor or subcontractor has sufficient liability insurance to meet the requirements of Section 7.40 of the *State Contracting Manual*.

XX Disputes

If the Grantee believes that there is a dispute or grievance between the Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve the issue informally with the State's representative. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

If the issue cannot be resolved informally with the State's representative, the Grantee may submit, in writing, a grievance report together with any evidence to the California Department of Alcohol and Drug Programs, Program Services Division Deputy Director. The grievance report must state the issues in the dispute and the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Program Services Division Deputy Director shall make a determination on the problem, and shall respond in writing to the Grantee indicating the decisions and the reasons therefor. Should the Grantee disagree with the Division Deputy Director's decision, the Grantee may appeal to the next level as provided in the following paragraph.

The Grantee must submit a letter of appeal to the California Department of Alcohol and Drug Programs (ADP) Chief Deputy Director explaining why the Deputy Director's decision is erroneous. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and the response from ADP's representative. Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Division Deputy Director's written decision. The Chief Deputy Director shall, within twenty (20) working days of receipt of the Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Chief Deputy Director shall be final.

Grantee shall continue with all duties and responsibilities under this Agreement during any dispute.

XXI Indemnification

Grantee 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, subgrantees, 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 Grantee in the performance of this grant.

XXII Independent Contractor

Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

XXIII Right to Terminate

- A. The State reserves the right to terminate this Agreement subject to 30 days written notice to the Grantee.
- B. However, the State can terminate the Agreement immediately for cause. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the termination of the Agreement shall be effective as of the date indicated on the State's notification to the Grantee. The notice shall state the effective date of and reason for the termination.
- C. This Agreement may be suspended or cancelled without notice, at the option of the Grantee, if the Grantee or the State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Grantee is unable to render service as a result of any action by any governmental entity.

XXIV Governing Law

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.