

**STATE OF WASHINGTON
DEPARTMENT OF COMMUNITY, TRADE AND ECONOMIC DEVELOPMENT
LOCAL GOVERNMENT DIVISION
CONTRACT SPECIFIC TERMS AND CONDITIONS**

COMMUNITY MOBILIZATION (CM)

This AGREEMENT is entered into by, and between, the DEPARTMENT OF COMMUNITY, TRADE AND ECONOMIC DEVELOPMENT (hereinafter referred to as the DEPARTMENT), and the CONTRACTOR.

NOW, THEREFORE, in consideration of covenants, performances, and promises contained herein, the parties hereto agree as follows:

1. FUNDING SOURCE

The total state funds reflected on line 5 of the CONTRACT Face Sheet and line 12 of the CONTRACT Face Sheet Attachment A have been provided to the Department of Community, Trade and Economic Development by the Washington State Legislature for Community Mobilization (CM) under the Omnibus Controlled Substances and Alcohol Abuse Act of 1989.

The total federal funds reflected on line 5 of the CONTRACT Face Sheet and line 12 of the CONTRACT Face Sheet Attachment A have been provided to the Department by the United States Department of Education from the No Child Left Behind Act of 2001.

2. SCOPE OF SERVICES

The CONTRACTOR shall administer funds awarded hereunder, solely for targeted and coordinated strategies to reduce substance abuse and violence under the No Child Left Behind Act of 2001, and the Omnibus Controlled Substances and Alcohol Abuse Act of 1989. Activities shall include, but are not limited to, the following:

- A. The continuation, development, and implementation of projects of Community Mobilization such as: local broad-based projects for violence prevention, substance abuse prevention, early intervention, rehabilitation referral, law enforcement, and education for all age groups.
- B. The development and implementation of innovative, community-based programs designed to serve youth who are not normally served by state or local educational services, such as: drug and violence information dissemination, developing and implementing new strategies to communicate anti-drug abuse and violence prevention activities, vocational and educational counseling, and job skills training as defined in Section 4114(b) of the Safe and Drug-Free Schools and Communities Act of 1994.
- C. Under this CONTRACT, treatment costs shall not be funded with the federal Safe and Drug-Free Schools and Communities funds. State funds may be used for treatment, provided the costs associated with treatment relate to a comprehensive prevention, intervention, treatment and aftercare program.

The CONTRACTOR shall only perform the projects defined in the Community Mobilization Program 2005-2007 Biennium Application for Funding, as amended and approved by the DEPARTMENT. The CONTRACTOR'S proposal and application are incorporated herein by reference. The CONTRACTOR shall also perform, in accordance with the budget and estimated expenditure plan as stated on the CONTRACT Face Sheet and Attachment, and with the policies and procedures issued by the DEPARTMENT.

3. PERIOD OF OBLIGATION

The CONTRACT period during which financial assistance may be provided is as indicated on lines 7 and 8 of the CONTRACT Face Sheet. The effective date of this contract shall be the date the last party signs this CONTRACT.

4. ALLOWABLE COSTS

Allowable costs shall include costs incurred by the CONTRACTOR, from the first date of the contract period until this contract is terminated or expires as provided herein, but in no event shall allowable costs exceed the maximum amount of the CONTRACT as provided on line 5 of the CONTRACT Face Sheet and line 12 of the CONTRACT Face sheet Attachment A. Costs allowable under this CONTRACT are based on a budget approved by the DEPARTMENT.

The DEPARTMENT shall pay to the CONTRACTOR all allowable costs incurred from the effective date until this contract is terminated or expires, as evidenced by proper invoice submitted to the DEPARTMENT on a timely basis and approved by the DEPARTMENT, insofar as those allowable costs do not exceed the amount appropriated or otherwise made available for such purposes as stated on the CONTRACT Face Sheet and Attachment.

5. NON-SUPPLANTING

The CONTRACTOR shall not use funds provided by the DEPARTMENT to supplant local, state, or other federal funds. The CONTRACTOR shall be eligible for reimbursement for services performed for this contract, which are in addition to services performed by the CONTRACTOR prior to the original receipt of grant funds provided through the Community Mobilization Program. The CONTRACTOR shall not use these funds to replace funding which would otherwise be made available to the CONTRACTOR had this funding not been provided.

6. PROGRAM MANAGEMENT

The DEPARTMENT Program Coordinator shall be responsible for monitoring the performance of this CONTRACT, including approval and acceptance of reports provided by the CONTRACTOR. The Program Coordinator shall provide and facilitate assistance and guidance to the CONTRACTOR as necessary.

7. PROGRAM ADMINISTRATION

The CONTRACTOR shall notify the DEPARTMENT of the local program administrator who shall be responsible for the performance of this CONTRACT. The CONTRACTOR shall provide the DEPARTMENT with the program administrator's name, address, telephone number(s), and any subsequent changes.

8. SAFEGUARDING OF CLIENT INFORMATION

The use or disclosure by any party of any information concerning a client, who is a person receiving CM services, for any purpose not directly connected with the administration of the DEPARTMENT'S or the CONTRACTOR'S responsibilities, with respect to services provided under this CONTRACT, is prohibited except by written consent of the client or his or her legal representative. This provision should not be construed to prohibit disclosure of any public records subject to disclosure under Chapter 42.17 RCW.

9. BUDGET REVISIONS

The CONTRACTOR shall submit to the DEPARTMENT written request(s) to effect any change(s) in the project budget which reflect a cumulative transfer of greater than ten (10) percent in the aggregate among budget line items as indicated on the CONTRACT Face Sheet and Attachment, or \$10,000, whichever is the lesser amount. The DEPARTMENT may approve or deny request(s) at its sole discretion.

10. REPORTING REQUIREMENTS

The CONTRACTOR shall submit required reports by the date due using required forms according to DEPARTMENT procedures. These reports and their due dates shall include, but not be limited to:

REPORT	DATE DUE
A. Expenditure Report and Request for Reimbursement	The 15 th of the month following each three-month period when expenditures were incurred. Reports shall be filed at least quarterly.
B. Semi-Annual Program Activity Report	The end of the month following each six-month period in which activities were performed (July-December, January-June).
C. Final Expenditure Report	One week following the close of the CONTRACT period.
D. Closeout Report (Expenditure Reconciliation)	15 th days following the close of the CONTRACT period.

E. Program Summary Report

One month following the close of the CONTRACT period.

F. Outcome Evaluation Tools

As assigned by the DEPARTMENT.

The CONTRACTOR shall be obligated to submit required reports after the close of the CONTRACT period, during the transfer of obligations to another CONTRACTOR, or upon termination of the CONTRACT for any reason.

11. REIMBURSEMENT PROVISIONS

A. BILLING PROCEDURES

- 1) The CONTRACTOR shall submit an Expenditure Report and Request for Reimbursement form to the DEPARTMENT, by the fifteenth (15th) of the month following each three-month period in which expenses were incurred, indicating the type of services rendered and costs incurred by the CONTRACTOR during the preceding quarter, with the exception of the final expenditure report, which shall be submitted within ten (10) days following the close of the contract period. Reports shall be filed not less than quarterly, but may be filed monthly, at the CONTRACTOR'S discretion. Travel expenses reimbursed to the CONTRACTOR may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during period of required travel. Compensation for travel expenses shall be at not more than current state travel reimbursement rates.
- 2) Within twenty (20) days after receiving and approving the required reports, the DEPARTMENT shall remit to the CONTRACTOR a warrant covering the cost of the prior agreed upon activities. All reports must be submitted to the DEPARTMENT within fifteen (15) days from the CONTRACT ending date, as stated on the CONTRACT Face Sheet, except as specified above, or within fifteen (15) days of the termination of this CONTRACT.

B. MATCH FUNDS (25 percent of CONTRACT)

The CONTRACTOR shall provide a twenty-five (25) percent local match. The CONTRACTOR may expend match funds in a greater proportion than budgeted; however, the CONTRACTOR must expend all match funds as indicated on the CONTRACT Face Sheet Attachment A (line 12) prior to the termination or expiration of the CONTRACT.

C. EXPENDITURE RECONCILIATION

The DEPARTMENT'S Program Coordinator shall review the CONTRACTOR'S level of actual expenditure against the estimated expenditures as included on the CONTRACT Face Sheet. Failure of the CONTRACTOR to achieve a satisfactory level of 75 percent of estimated expenditures on a quarterly basis may result in a reduction of funds. The

DEPARTMENT reserves the right to determine the amount of such a reduction at its sole discretion. Any reduction shall be based on a review of the CONTRACTOR'S spending pattern, Monthly or Quarterly Expenditure Report and Request for Reimbursement(s), Semi-Annual Program Activity Report(s), and discussion between the DEPARTMENT and the CONTRACTOR.

D. WITHHOLDING OF REIMBURSEMENT PAYMENT

The DEPARTMENT may withhold reimbursement payment if the CONTRACTOR fails to submit required reports to the DEPARTMENT. Upon the CONTRACTOR'S submittal of required reports, the DEPARTMENT shall make payment to the CONTRACTOR as provided herein. The CONTRACTOR'S failure to submit reports as specified is grounds for the DEPARTMENT to terminate the CONTRACT as provided herein.

12. RELATIONSHIP OF COMMUNITY MOBILIZATION ADVISORY BOARD AND CONTRACTOR

The CONTRACTOR shall act as the Community Mobilization Contractual Agent required by RCW 43.270.020(2)(c)(x). As such, the CONTRACTOR shall enter into a written agreement, or Memorandum of Understanding, with the county Community Mobilization Advisory Board or Core Board described in the 2005-2007 Biennium Community Mobilization Application for Funding, outlining their respective duties, authorities, and responsibilities prior to the acceptance of funds under this CONTRACT. The DEPARTMENT may withhold reimbursement payment if the CONTRACTOR fails to submit this agreement to the DEPARTMENT. Upon the CONTRACTOR'S submittal of this agreement, the DEPARTMENT shall make payment to the CONTRACTOR as provided herein. The CONTRACTOR'S failure to submit this agreement as specified is grounds for the DEPARTMENT to terminate the CONTRACT as provided herein.

13. ACKNOWLEDGEMENT OF FEDERAL FUNDS

The CONTRACTOR and its SUBCONTRACTORS shall comply with the special conditions listed below:

- A. The CONTRACTOR agrees that, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal funds, the CONTRACTOR and all SUBCONTRACTORS receiving federal funds under this CONTRACT, including but not limited to state and local governments and school districts, shall clearly state:
 - 1) The percentage of the total cost of the program or project which will be financed with federal funds and with state funds.
 - 2) The dollar amount of federal funds and state funds for the project.
- B. The CONTRACTOR agrees that any publication written, visual, or sound, but excluding press releases, newsletters, and issue analyses issued by the CONTRACTOR or by any

SUBCONTRACTOR describing programs or projects funded in whole, or in part, with federal or state funds under this CONTRACT, shall contain the following statement:

"This project was supported by a grant from the No Child Left Behind Act of 2001, U.S. Department of Education, Safe and Drug Free Schools and Communities Program, Governor's Portion, and with State Violence Reduction and Drug Enforcement (VRDE) dedicated funds provided to the Department of Community, Trade and Economic Development to support the Community Mobilization Program. Points of view or opinions contained within this document do not necessarily represent the official position of the Department of Community, Trade and Economic Development, or the U.S. Department of Education."

- C. The CONTRACTOR agrees that one copy of any such publication will be submitted to the DEPARTMENT to be placed on file and distributed as appropriate to other potential contractors or interested parties. The DEPARTMENT may waive the requirement for submission of any specific publication upon submission of a request providing justification from the CONTRACTOR.

14. USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES

The CONTRACTOR will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps include:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business and women's business enterprises.
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business and women's business enterprises.
- Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- Requiring the Prime Contractor, if subcontracts are to be let, to take the affirmative steps listed above.

15. EVALUATION AND MONITORING

The CONTRACTOR shall cooperate with, and freely participate in, any monitoring or evaluation activities conducted by the DEPARTMENT that are pertinent to the intent of this CONTRACT. The DEPARTMENT, the State Auditor, a representative of the United States Department of Education, or any of their representatives shall have full access to, and the right to examine during normal business hours and as often as the DEPARTMENT, the State Auditor, or the Department of Education may deem necessary, all of the CONTRACTOR'S records with respect to all matters covered in this CONTRACT. Such representatives shall be permitted to

audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payroll, and records of matters covered by this CONTRACT.

INTERPRETATION OF CONTRACT

- A. **Order of Precedence.** In the event of an inconsistency in this CONTRACT, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:
- Applicable Federal and state of Washington statutes and regulations
 - CONTRACT Face Sheet
 - CONTRACT Specific Terms and Conditions
 - CONTRACT General Terms and Conditions
 - Community Mobilization Policies and Procedures, prepared by the DEPARTMENT, and any amendments incorporated
 - DEPARTMENT'S Community Mobilization 2005-2007 Biennium Request for Application
 - CONTRACTOR'S Community Mobilization 2005-2007 Biennium Application For Funding, as approved by the DEPARTMENT
 - Any other provision, term, or material incorporated by reference or otherwise incorporated.
- B. **Entire Agreement.** This CONTRACT, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other understandings or representation, oral or otherwise, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind any of the parties to this CONTRACT.
- C. **Conformance.** If any provision of this CONTRACT violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.
- D. **Approval.** This CONTRACT shall be subject to the written approval of the DEPARTMENT'S authorized representative and shall not be binding until so approved. The CONTRACT may be altered, amended or waived only by written amendment executed by both parties.