



JUDICIAL ALCOHOL ENFORCEMENT TEAMS

Allowable and Unallowable Cost

Lead Agency for Circuit	<u>Allowable</u>	<u>Unallowable</u>
	<p>Agency staff/contract person salary to include associated cost based on agency's cost allocation plan (fixed charges, office supplies, contractual services, administrative cost, etc.)</p> <p><u>AET-related direct expenses:</u> Contractual agreements with LE agencies for achieving milestones</p> <p>Incentives for youth volunteers not to exceed \$30.00 in non-cash to include gift cards.</p> <p>Postage for info dissemination to merchants, parents, local government officials, other LE agencies</p> <p>Media campaigns (newsletters, newspaper, radio/TV PSA) and printed materials (flyers, brochures, billboards) clearly prevention of underage alcohol use related.</p>	<p>Contractual agreements with LE agencies/agents for time/overtime</p> <p>Supplies/equipment/materials/apparel even AET-related is not allowable</p> <p>General prevention messages</p>
Other Circuit Agencies	Office supplies/supplies/media materials used exclusively for AET activities	No staff time and other staff-related cost can be charged to the lead agency

Postage for info dissemination to merchants, parents, local government officials, other LE agencies

No contractual agreements with LE agencies/agents

Incentives for youth volunteers not to exceed \$30.00 in non-cash to include gift cards.

Supplies/equipment/materials/apparel even AET-related is not allowable

Law Enforcement Agencies

Fee/charge to circuit lead agency for achieving and documenting milestones. These funds can then be used as follow:

Time/overtime payments for LE agents to perform law enforcement activities

Advanced training for officers on implementing evidence-based environmental strategies to reduce underage drinking

Supplies/equipment/materials/apparel even AET-related is not allowable

Media materials related to the prevention of underage alcohol use (e.g. billboards, radion and TV ads, flyers, buttons, etc.)

Provide trainings/conferences related to implementing best practice environmental strategies aimed at reducing underage drinking

Officers time for prevention activities that are not enforcement:
Working with the media, providing public presentations/information dissemination, train other officers on how to conduct effective environmental strategy enforcement operations to reduce underage drinking, etc.), teching educational programs, participating in community-based process activites and alternative events.

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Training of LE personnel:
Monthly workshops, quarterly training, national trainings-Northwest Alcohol Conference, Life Savers, etc., SC Highway Safety Conference, DAODAS/SCAPPA trainings

Speaker fees

Room rental

Materials/handouts

Alternative event activities related to underage drinking prevention:
(e.g. after prom, community events, fairs, etc.)

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SAMPLE AET CONTRACT

PURPOSE:

The «YOUR AGENCY NAME» (“Agency”), «ADDRESS», «TELEPHONE», and «LAW ENFORCEMENT AGENCY NAME» (Subcontractor) enter this agreement for the provision of judicial alcohol enforcement teams in connection with to the enforcement of underage drinking laws. The parties mutually agree as follows:

WITNESSETH:

WHEREAS, Subcontractor is a recipient under the terms of this Contract from Agency, and

WHEREAS, in furtherance of the objectives of the contract and contract program, Agency wishes to contract for alcohol enforcement team services, and

WHEREAS, Subcontractor has represented to Agency that it is qualified to provide the services as required in this agreement in a professional and timely manner, and is recognized as so qualified, and

WHEREAS, Agency has relied upon the above representations by Subcontractor, and

NOW THEREFORE, in consideration of the premises of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

TERMS:

1. DURATION OF CONTRACT:

This Contract is effective as of July 1, 2017, and shall, unless terminated earlier according to the terms of this Contract, continue in full force and effect through June 30, 2018.

2. CONTRACT AMOUNT:

Agency will furnish Subcontractor funding not to exceed \$XXX categorized as federal dollars. The source of these federal funds is the Substance Abuse Prevention and Treatment Block Grant of the U.S. Substance Abuse and Mental Health Services Administration, US Department of Health and Human Services, CFDA

number – 93.959. Agency will reimburse Subcontractor for allowable AET-related activities as well as for travel and training expenses (see attached sheet for allowable and unallowable cost).

3. SERVICES OF SUBCONTRACTOR:

Subcontractor will provide services as outlined on Attachment I.

4. PROGRAM MANAGER:

Questions and comments concerning this contract may be directed to «INSERT YOUR AGENCY AET COORDINATOR NAME», telephone: XXXXX, e-mail: XXXXXXX.

5. FINANCIAL REPORTING:

Subcontractor shall provide monthly invoices (See Attachment II) to Agency. A final invoice for the state fiscal year 2018 must be submitted by June 28, 2018. Failure by Subcontractor to provide financial reports within the specified time and in the required format shall result in delay of payment or withholding of funds payable under this Contract.

6. NOTIFICATION OF FEDERAL DOLLARS USED TO SUPPLEMENT PROGRAM OPERATIONS:

Subgrantee shall comply with P.L. 101-517 § 511, as amended, that requires the federal funding source be clearly identified on any brochure, flyer, poster, press release, public service announcement, or other form of information dissemination, events (i.e., planning, production, or presentation of conferences, workshops, or trainings), publications, or any other document describing projects or programs funded in whole or in part with federal dollars. Funding provided by AGENCY will be identified by the funding source and CFDA number if applicable.

7. WARRANTIES AND REPRESENTATIONS:

- a. Subcontractor represents that it is knowledgeable about and experienced in performing the work required in this Contract and warrants that they will use their best skills and attention to provide the responsibilities described in this Contract in a professional, timely manner, pursuant to all applicable laws, rules, regulations, and policies.
- b. Subcontractor will ensure that materials used or installed in the performance of this Contract be new, or first quality, properly suited for the intended use. Subcontractor warrants that the work shall be free from defects in materials and workmanship for the duration of this Contract.

8. ACCURACY OF DATA AND REPORTS:

Subcontractor agrees that all statements, reports, and claims, financial and otherwise, shall be certified as true, accurate, and complete, and Subcontractor shall not submit for payment purposes those claims, statements, or reports which it knows, or has reason to know, are not properly prepared or payable pursuant to federal and state law, applicable regulations, and this Contract.

9. PERSONNEL:

Subcontractor will secure all personnel required in performing the services under the terms of this Contract. Such personnel shall not be employees of or have any contractual relationship with Agency. All services specified in the Contract will be performed by Subcontractor or under the supervision of

Subcontractor, and all personnel engaged in the work shall be fully qualified and authorized under state and local law to perform such services.

10. EQUAL EMPLOYMENT OPPORTUNITY:

Subcontractor will ensure that all employees are treated equally without regard to race, color, religion, sex, age, national origin, or disability. Such action shall include, but will not be limited to the following: employment, upgrading, demotion, layoff or termination, rates of pay and other forms of compensation, and selection for training to include apprenticeship. Subcontractor further agrees to post in a conspicuous place, available to all employees and applicants for employment, notices setting forth the provisions of the Equal Employment Opportunity clause, Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.

11. NON-SUPPLANTATION:

Subcontractor agrees that the funds made available under the terms of this Contract will be used by Subcontractor to fund the Contract's specified area only. Funds received under the terms of this Contract should not supplant any other projects.

12. RECORD RETENTION:

Records with respect to all matters covered by this Contract shall be made available to Agency and/or their duly appointed representative(s) for audit inspection or monitoring. All pertinent information including but not limited to supporting documents, and statistical records shall be retained for a minimum of three years after the final expenditure report. However, if any litigation, claim, or audit is started before the expiration of the three-year period, then records must be retained for three years after the litigation, claim, or audit is resolved.

13. CONFLICT OF INTEREST:

Personnel and other officials connected with this contract shall adhere to the requirements given below:

No official or employee of Subcontractor shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization other than a public agency in which he is serving as officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest.

In the use of these grant funds, officials or employees of state or local units of government and non-governmental grantees/subgrantees shall avoid any action which might result in, or create the appearance of:

- 1) Using his or her official position for private gain;
- 2) Giving preferential treatment to any person;
- 3) Losing complete independence or impartiality;
- 4) Making an official decision outside official channels; or

- 5) Affecting adversely the confidence of the public in the integrity of the government or the program.

14. POLITICAL ACTIVITY:

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise be in violation of the provisions of the "Hatch Act."

15. APPLICABLE LAWS AND REGULATIONS:

Subcontractor agrees to comply with all applicable federal and state laws and regulations including but not limited to:

- A. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. § 7401, *et seq.*).
- B. The Civil Rights Act of 1964 (42 U.S.C. § 2000, *et seq.*, and regulations issued pursuant thereto, 45 CFR Part 80).
- C. Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. § 791, *et seq.*), which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance, and regulations issued pursuant thereto (45 CFR Part 84).
- D. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, *et seq.*), which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
- E. The Omnibus Budget Reconciliation Act of 1981, P.E. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
- F. The Confidentiality of Alcohol and Drug Abuse Patient Records regulations, 42 CFR Part 2, which implements the federal statutory provision applicable to substance abuse patient records (42 U.S.C. § 290 dd-2) (45 CFR § 96.132 (e)).
- G. The Americans with Disabilities Act (42 U.S.C. § 12101, *et seq.*, and regulations issued pursuant thereto, 42 CFR Parts 35 and 36).
- H. The Drug Free Workplace Acts, S.C. Code § 44-107-10, *et seq.*, as amended, and the Federal Drug Free Workplace Act of 1988, Public Law 100-690 and regulations issued pursuant thereto, 45 CFR Part 76, Subpart F.
- I. Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994, imposes restrictions on smoking where federally funded children's services are provided.
- J. All restrictions on lobbying found in 31 U.S.C. § 1352.
- K. Occupational Safety and Health Administration regulations governing occupational exposure to blood-borne pathogens (29 CFR Part 1910.1030).

THE RECIPIENT'S EXECUTION OF THIS CONTRACT SERVES AS CERTIFICATION THAT THE RECIPIENT AND ITS PRINCIPLES WILL COMPLY WITH ALL THE LAWS AND REGULATIONS LISTED ABOVE.

16. ASSURANCES:

The duly authorized representative of the Recipient certifies that the Recipient:

- A. 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.
- B. Will initiate and complete the work within the applicable time frame after receipt of approval of AGENCY.
 - C. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standard for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
 - D. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI 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 IX 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 drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), 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 290 ee(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 nondiscrimination on the sale, rental or financing of housing; (i) any other nondiscrimination provisions 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 the application.
 - E. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P. L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal Participation in purchases.
 - F. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) that limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
 - G. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work House and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction sub-agreements.
 - H. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L.93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of the insurable construction and acquisition is \$10,000 or more.
 - I. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the

approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 *et seq.*); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

- J. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
- K. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 *et seq.*).
- L. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- M. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 *et seq.*) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- N. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 *et seq.*) that prohibits the use of lead based paint in construction or rehabilitation of residence structures.
- O. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

THE RECIPIENT'S EXECUTION OF THIS CONTRACT SERVES AS CERTIFICATION THAT THE RECIPIENT AND ITS PRINCIPLES WILL COMPLY WITH ALL THE LAWS AND REGULATIONS LISTED ABOVE.

17. CERTIFICATIONS:

A. Certification Regarding Debarment and Suspension:

Subcontractor certifies to the best of his or her knowledge and belief, that Subcontractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principles:

- 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- 2) have not within a three- (3) year period preceding this Contract 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;
- 3) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2) above; and
- 4) have not within a three- (3) year period preceding this Contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should Subcontractor not be able to provide this certification, an explanation as to why must be

reported to Agency in confidence prior to this Contract's execution.

Subgrantee may search the List of Excluded Individuals and Entities (LEIE) website located at <http://www.oig.hhs.gov/fraud/exclusions.asp> for individuals or entities who are debarred or suspended. Anyone who hires an individual or entity on the LEIE may be subject to civil monetary penalties.

B. Certification Regarding Drug-Free Workplace Requirements:

The undersigned (authorized official signing for the Recipient organization) certifies that the Recipient will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- 1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subcontractor workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- 2) Establishing an ongoing drug-free awareness program to inform employees about
 - a) The dangers of drug abuse in the workplace;
 - b) The Recipient's policy of maintaining a drug-free workplace;
 - c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph 1) above;
- 4) Notifying the employee in the statement recondition of employment under the contract, the employee will –
 - a) Abide by the terms of the statement; and
 - b) 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;
- 5) Notifying AGENCY in writing within ten calendar days after receiving notice under paragraph 4)b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected contract;
- 6) Taking one of the following actions, within 40 calendar days of receiving notice under paragraph 4)b), with respect to any employee who is so convicted –
 - a) 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
 - b) 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;
- 7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1), 2), 3), 4), 5), and 6).

C. **Certification Regarding Lobbying:**

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal contracts and cooperative agreements from using Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC contract or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal contract or cooperative agreement must disclose lobbying undertaken with non-Federal funds. These requirements apply to contracts and cooperative agreements exceeding \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the Subcontractor organization) certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal 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 agent or Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, contract, loan, or cooperative agreement.
- 2) If any funds other than Federally 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 contract, contract, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-contracts, and contracts under contracts, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed with this transaction was made or entered into. Submission of this certification is a prerequisite for entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

D. **Certification Regarding Program Fraud Civil Remedies Act (PFCRA):**

The undersigned (authorized official signing for the Subcontractor organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the Subcontractor organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

E. **Certification Regarding Environmental Tobacco Smoke:**

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), 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 contract, 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 residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds in Medicare or Medicaid, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the Contract, the undersigned certifies that the Subcontractor organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The Subcontractor organization agrees that it will require that the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

The Public Health Services strongly encourages all contract recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

THE RECIPIENT'S EXECUTION OF THIS CONTRACT SERVES AS CERTIFICATION THAT THE SUBCONTRACTOR AND ITS PRINCIPLES WILL COMPLY WITH ALL THE LAWS AND REGULATIONS LISTED ABOVE.

18. COMPLIANCE/NONDISCRIMINATION:

- A. Subcontractor shall comply with all Federal, State, and local laws, ordinances, rules, and regulations of any authorities throughout the duration of this Contract. Subcontractor shall be responsible for compliance with any such law, ordinance, rule, or regulation, and shall hold AGENCY harmless and indemnify same in the event of non-compliance.
- B. Subcontractor agrees to abide by the requirements under Federal Executive Order #11246, "Equal Employment Opportunity" as amended, including specifically the provision of the equal opportunity clause.

19. SEVERABILITY:

Any provision of this Contract prohibited by the laws of the State of South Carolina shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Contract.

20. ARBITRATION:

If at any time the parties to this Contract in their rightful capacity cannot reach a decision based on the guidelines and stipulations within this operating agreement, a disinterested independent person shall be appointed to resolve the issue in accordance with the Uniform Arbitration Act, S.C. Code Ann. § 15-48-10.

21. APPEALS PROCEDURES:

If any dispute shall arise preceding inconclusive arbitration, parties shall have the right to appeal within thirty (30) days of receiving written notice of Arbitration conclusion, which forms the basis of the appeal. Administrative appeals shall be performed in accordance with the South Carolina Administrative Procedures Act (S.C. Code § 1-23-310, *et seq.*, as amended.)

22. VENUE OF ACTIONS:

Any and all suits or actions for the enforcement of the obligations of this Contract and for any and every breach thereof, or for the review of a Agency final agency decision with respect of this Contract or audit disallowance(s), and any judicial review sought thereon and brought pursuant to the S.C. Code Ann. 1-23-380 (1976), as amended, shall be instituted and maintained in any court of competent jurisdiction in the County of Richland, State of South Carolina.

23. SUSPENSION OF WORK AND/OR MODIFICATION OF FUNDING

- A. AGENCY will inform Subcontractor of pending suspension of work and/or modification of funding in whole or in part for failure of Subcontractor to comply with any of the requirements of this Contract. Subcontractor will be given thirty (30) days to cure performance problem.
- B. Upon written notice, Agency may order suspension of the work and/or modification of funding in whole or in part for such time as it deems necessary because of failure of Subcontractor to comply with any of the requirements of this Contract, including but not limited to the failure to meet expenditure goals. Expenditure goals are Subcontractor's estimated expenditures for services covered by this Contract. Progress towards expenditure goals will be reviewed by AGENCY on a quarterly basis, and reimbursement requests must reflect consistent effort throughout the Contract period to prevent a suspension of work or modification of funding. The Contract's completion date shall not be extended on account of any such suspension of work and/or modification of funding.
- C. When Agency orders a suspension of the work under this section, Subcontractor shall not be entitled to any payment for work with respect to the period during which such work is suspended and shall not be entitled to any costs or damages resulting from such suspension.
- D. When Agency orders a modification to the funding level of a Subcontractor, such an order will reflect anticipated expenditures throughout the completion of this Contract as determined by Agency.

24. TERMINATION OF CONTRACT:

- A. Termination for Lack of Available Funds: The parties hereto covenant and agree that their liabilities and responsibilities, one to another, shall be contingent upon the availability of federal, state, foundation, and local funds for the funding of services and that this Contract may be reduced or terminated immediately if such funding ceases to be available. Agency will determine the availability of such funds and notify Subcontractor as soon as possible in writing if this Contract must be terminated under this provision.
- B. Termination for Breach of Contract: This Contract may be terminated by either party at any time within the contract period whenever it is determined by such party that the other party has materially

breached or otherwise materially failed to comply with its obligations. The terminating party must give the other party thirty (30) days written notice explaining the nature of the alleged breach. The party receiving notification shall have the thirty (30) day period, running from the date of notification, to cure the alleged breach. This Contract will automatically terminate upon expiration of the cure period if the notifying party is not satisfied that the alleged breach has been remedied, which shall be deemed default.

- 1) In the event of an automatic termination, Subcontractor shall not be entitled to any costs or damages resulting from a termination under this Section.
- 2) Subcontractor and its sureties shall be liable for any damage to Agency resulting from Subcontractor' default.

C. Convenience: Agency, with thirty (30) days written notice, may terminate this Contract when it is in the best interests of the Agency. If this Contract is so terminated, Subcontractor shall be compensated for all necessary and reasonable direct costs of performing the work actually accomplished. Subcontractor will not be compensated for any other costs in connection with a termination for convenience. Subcontractor will not be entitled to recover any damages in connection with a termination for convenience.

D. Unilateral Termination: Either party may terminate this Contract without cause by giving the other party ninety (90) days written notice.

25. NOTICE:

Notice to either party will be sent by certified mail, return receipt required, and postage prepaid to the address stated in the introductory paragraph of this Contract.

26. INDEPENDENT SUBCONTRACTOR:

Subcontractor is an independent contractor and shall not be deemed as the agent or employee of AGENCY for any purpose whatsoever. Neither Subcontractor nor any of its members, employees, or agents identify themselves as an employee of Agency. Subcontractor shall have no power or authority to bind or obligate Agency in any manner, except Agency shall make payments to Subcontractor for the work as herein provided. Subcontractor shall obtain and maintain all licenses and permits required by law for performance of this Contract by themselves or their employees, contractors, agents, and servants. Subcontractor shall be liable for and pay all taxes required by local, state, or federal governments, including but not limited to Social Security, Workman's Compensation, Employment Security, and any other taxes and licenses or insurance premiums required by law unless specified in this Contract. No employee benefits of any kind shall be paid by Agency to or for the benefit of Subcontractor or their employees, contractors, agents or servants by reason of this Contract unless specified in this Contract.

27. INDEMNIFICATION:

Subcontractor is and will be acting as an independent subcontractor in the performance of this work, and it shall be solely responsible, to the extent permitted by South Carolina law, for the payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of

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its employees or agents acting within the scope of their employment in connection with the performance of work under this Contract.

28. LIMITATION OF LIABILITY:

Notwithstanding any other provision herein, Subcontractor shall not be liable for any indirect, incidental, special or consequential damages or loss of profits, revenue, data or data use, incurred by Agency or any third party, whether in an action in contract or tort.

29. FORCE MAJEURE:

Both parties shall not be liable for any loss or delay resulting from causes beyond either party's control, including but not limited to: acts of God, vandalism, burglary, defective hardware, personal injury of either party or their agents, civil commotion, or any other causes beyond either party's control.

30. ASSIGNMENT:

Neither party may assign this Contract without the prior written consent of the other party.

31. MODIFICATION:

This Contract may be modified only by a dated written agreement that is signed by both parties.

32. ENTIRE AGREEMENT:

This Contract constitutes the entire agreement between the parties. There are no other agreements or understandings regarding this Contract, expressed or implied, between the parties.

Approved for «YOUR AGENCY NAME» :	Approved for the Subcontractor:
<p>Name:</p> <p>Title:</p> <p>_____</p> <p><i>Signature</i> _____ <i>Date</i></p>	<p>Name:</p> <p>Title:</p> <p>_____</p> <p><i>Signature</i> _____ <i>Date</i></p>

CONTRACT ATTACHMENT I - Services of Subcontractor

Subcontractor will provide requested data forms documenting the following AET activities achieved:

Environmental Strategies to reduce underage drinking: Public Safety Checkpoints, Alcohol/Tobacco Compliance Checks, Underage Party Patrols/Dispersals, Shoulder Tap Operations, Fake ID/Bar Checks and Saturation Patrols.

Reimbursable activities include:

1. **Information Dissemination:** Community Events/Presentations on Underage Drinking (e.g. MADD Power of Youth/Parents)
2. **Education:** Underage Drinking Education/Alive at 25
3. **Alternative Events:** Events hosted in the community to provide alcohol-free events to those under 21 in the community (e.g. Prom Promise)
4. **Community-Based Process:** Participation in community groups/meetings to plan prevention activities to reduce underage drinking (coalition meetings, key officer meetings, AET Circuit meetings, state & national level AET meetings/conferences that focus on underage drinking prevention)

Additional Information/Definitions:

Primary Prevention includes all services that reduce the risk of developing alcohol, tobacco, and other drug problems or enhance factors that protect individuals and groups from developing these problems. Strategies focus on strengthening the host or individual who may develop these problems, reducing the availability of the agent (alcohol, tobacco, and other drugs), or modifying the environment in which these problems occur.

Information Dissemination – This strategy provides knowledge and increases awareness of the nature and extent of alcohol and other drug use, abuse, and addiction, as well as their effects on individuals, families, and communities. It also provides knowledge and increases awareness of available prevention and treatment programs and services. It is characterized by one-way communication from the source to the audience, with limited contact between the two.

Education – This strategy builds skills through structured learning processes. Critical life and social skills include decision making, peer resistance, coping with stress, problem solving, interpersonal communication, and systematic and judgmental abilities. There is more interaction between facilitators and participants than in the information strategy. Prevention providers are required to implement at least one evidenced-based educational program in each county.

Alternatives – This strategy provides participation in activities that exclude alcohol and other drugs. The purpose is to meet the needs filled by alcohol and other drugs with healthy activities, and to discourage the use of alcohol and drugs through these activities.

Community-based Process – This strategy provides ongoing networking activities and technical assistance to community groups or agencies. It encompasses neighborhood-based, grassroots empowerment models using action planning and collaborative systems planning.

Environmental – This strategy establishes or changes written and unwritten community standards, codes, and attitudes, thereby influencing alcohol and other drug use by the general population.

CONTRACT ATTACHMENT II - Contractor Payment Request Form

DATE: _____

TO: «YOUR AGENCY NAME», «ADDRESS»

FROM: «XYZ LAW ENFORCEMENT AGENCY»

PAYMENT PERIOD (month/year): _____

Activity	Milestone(s) Achieved	Total to be Paid
Public Safety Checkpoint		
Alcohol/Tobacco Compliance Check		
Underage Party Patrols/Dispersals		
Shoulder Tap Operations		
Fake ID/Bar Checks		
Reimbursable:		
Community Events/Presentations on Underage Drinking		
Underage Drinking Education/Alive at 25		
Training/Travel Expenses		
Other Expenses		
TOTAL		

“I certify that all expenditures reported and payments requested are for appropriate purposes and are in accordance with the agreed upon prices set forth in the contract document.”

Signature of Official

Phone Number:

Title

Date

Prepared by (person to contact with questions)

Phone Number: