File No. 120478

Committee Item No. 1
Board Item No. 7

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee PUBLIC SAFETY Date 6/7/12

Board of Supervisors Meeting Date 6/19/12

Cmte	Board	
☐	☐	Motion
☒	☑	Resolution
☐	☐	Ordinance
☐	☐	Legislative Digest
☐	☐	Budget Analyst Report
☐	☐	Legislative Analyst Report
☐	☐	Introduction Form (for hearings)
☒	☑	Department/Agency Cover Letter and/or Report
☐	☐	MOU
☒	☑	Grant Information Form
☒	☑	Grant Budget
☐	☐	Subcontract Budget
☒	☑	Contract/Agreement
☒	☑	Award Letter
☐	☐	Application
☐	☐	Public Correspondence

OTHER (Use back side if additional space is needed)

☒	☑	Form 126
☐	☐	
☐	☐	
☐	☐	
☐	☐	

Completed by: Gail Johnson Date 6/1/12
Completed by: Dena Bailey Date 6/13/12

An asterisked item represents the cover sheet to a document that exceeds 20 pages. The complete document is in the file.

FILE NO. 120478 RESOLUTION NO.

[Accept and Expend Grant - Disproportionate Minority Contact Support Project - $100,000]

Resolution authorizing the Department of Juvenile Probation to retroactively accept and expend a grant in the amount of $100,000 from the Federal Formula Grants Program for the Disproportionate Minority Contact Support Project, administered by the Corrections Standards Authority for calendar year 2012, to be used to support the Juvenile Probation Department's efforts to reduce Disproportionate Minority Contact in the Juvenile Justice system.

WHEREAS, The Juvenile Probation Department desires to continue to participate in the Disproportionate Minority Contact (DMC) Support Grant Project; and

WHEREAS, The purpose of the DMC Support Grant Project is to support local probation departments in reducing the racial and ethnic disparity in juvenile justice contacts by strengthening and supporting those departments' DMC reduction activities; and

WHEREAS, The grant does not require an Annual Salary Ordinance amendment; and

WHEREAS, The Juvenile Probation Department has been selected to receive the 3rd year of the DMC Grant from the Corrections Standards Authority; now, and

WHEREAS, The Department proposes to maximize use of available grant funds on program expenditures by not including indirect costs in the grant budget; now, therefore, be it

RESOLVED, That the Juvenile Probation Department of the City and County of San Francisco is authorized to enter into the attached grant award agreement on behalf of the City; and be it

FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of indirect costs in the grant budget; and be it

FURTHER RESOLVED, That William P. Siffermann, Chief Probation Officer of the San Francisco Juvenile Probation Department be authorized to accept and expend the $100,000 of grant funds for the benefit of the San Francisco Juvenile Probation Department; and be it

FURTHER RESOLVED, That the City and County of San Francisco will adhere to the requirements of the Corrections Standards Authority and all conditions specified in the grant agreement.

Recommended:

Department Head

Approved:

Mayor

Approved:

Controller

Member, Board of Supervisors
District 5

City and County of San Francisco

Christina Olague

May 8, 2012

Angela Calvillo, Clerk of the Board
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

Dear Ms. Calvillo:

Attached please find an original and four copies of proposed resolution for Board of Supervisors approval, which requests authorization for the Juvenile Probation Department to retroactively accept and expend grant funds related to reducing the racial and ethnic disparity in juvenile justice contacts.

The following is a list of accompanying documents (five sets):

- Introduction Form
- Proposed Grant Resolution
- Grant Resolution Information Form
- Grant Agreement including Budget
- Grant Award Letter
- FAMIS Screenshot of Grant Code JVDMCP_12

Please contact Dominica Henderson regarding this matter at (415) 554-6783.

Thank you,

Christina Olague

Christina Olague, Supervisor
District 5

City Hall · 1 Dr. Carlton B. Goodlett Place , Room 244 · San Francisco, California 94102-4689
Phone (415) 554-7630 · Fax (415) 554-7634 · TDD/TTY (415) 554-5227 · E-mail: christine.olague@sfgov.org

TO: **Angela Calvillo, Clerk of the Board of Supervisors**

FROM: **Chief William P. Siffermann**

DATE: **April 24, 2012**

SUBJECT: **Accept and Expend Resolution for Subject Grant**

GRANT TITLE: **Disproportionate Minority Contact**

Attached please find the original and 4 copies of each of the following:

_X_ Proposed grant resolution; original signed by Department, Mayor, Controller

_X_ Grant information form, including disability checklist

_X_ Grant budget

_n/a_ Grant application

_X_ Grant award letter from funding agency

_X__ Other (Explain): FAMIS Screenshot of Grant Code JVDMCP_12

Special Timeline Requirements:

Expedite

Departmental representative to receive a copy of the adopted resolution:

Name: Catherine McGuire Phone: 753-7560

Interoffice Mail Address: JPD, Room 206

Certified copy required Yes ☐ No X

(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient).

File Number: _____
(Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: Disproportionate Minority Contact

2. Department: Juvenile Probation Department

3. Contact Person: William Siffermann Telephone: 753-7556

4. Grant Approval Status (check one):

[x] Approved by funding agency [ ] Not yet approved

5. Amount of Grant Funding Approved or Applied for: $ 100,000

6a. Matching Funds Required: $ n/a
b. Source(s) of matching funds (if applicable):

7a. Grant Source Agency: Corrections Standards Authority
b. Grant Pass-Through Agency (if applicable):

8. Proposed Grant Project Summary:
To provide continued support for the City and County of San Francisco and the Juvenile Probation Department to develop and implement strategies to reduce Disproportionate Minority Contact with the Juvenile Justice system.

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: January 1, 2012 End-Date: December 31, 2012

10a. Amount budgeted for contractual services: -$25,000-

b. Will contractual services be put out to bid? No

c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements?

d. Is this likely to be a one-time or ongoing request for contracting out?: One-time

11a. Does the budget include indirect costs? [ ] Yes [x] No

b1. If yes, how much? $
b2. How was the amount calculated?

c1. If no, why are indirect costs not included?
[x] Not allowed by granting agency [ ] To maximize use of grant funds on direct services

[ ] Other (please explain):

c2. If no indirect costs are included, what would have been the indirect costs?
$5,000

12. Any other significant grant requirements or comments:

****Disability Access Checklist***(Department must forward a copy of all completed Grant Information Forms to the Mayor's Office of Disability)**

13. This Grant is intended for activities at (check all that apply):

[ ] Existing Site(s)
[ ] Rehabilitated Site(s)
[ ] New Site(s)
[ ] Existing Structure(s)
[ ] Rehabilitated Structure(s)
[ ] New Structure(s)
[x] Existing Program(s) or Service(s)
[ ] New Program(s) or Service(s)

14. The Departmental ADA Coordinator or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

Comments:

Departmental ADA Coordinator or Mayor's Office of Disability Reviewer:

Louise Brooks Houston
(Name)

H.R. Director
(Title)

Date Reviewed: 4-24-12

Louise B. Houston
(Signature Required)

Department Head or Designee Approval of Grant Information Form:

William P. Siffermann
(Name)

Chief Probation Officer
(Title)

Date Reviewed: _____

William P. Siffermann
(Signature Required)

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER
CSA 364-11
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

DEPARTMENT OF CORRECTIONS & REHABILITATION, CORRECTIONS STANDARDS AUTHORITY

CONTRACTOR'S NAME

COUNTY OF SAN FRANCISCO

2. The term of this Agreement is: **January 1, 2012 through December 31, 2012**

3. The maximum amount of this Agreement is: **$100,000.00**
One Hundred Thousand dollars and no cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Sections 1 through 11	4 pages
Exhibit A – Standard Conditions	7 pages
Exhibit B – Federal Assurances	3 pages
Exhibit C* – General Terms and Conditions	GTC-610

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)* **COUNTY OF SAN FRANCISCO**		
BY *(Authorized Signature)* ✍	DATE SIGNED *(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING **WILLIAM SIFFERMANN, Chief Probation Officer**		
ADDRESS **375 Woodside Ave.** **San Francisco, CA 94127**		
STATE OF CALIFORNIA		
AGENCY NAME **CORRECTIONS STANDARDS AUTHORITY**		
BY *(Authorized Signature)* ✍	DATE SIGNED *(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING **JEAN L. SCOTT, Deputy Director, CPPD**		☑ Exempt per: State Contracting Manual Section 4.06
ADDRESS **600 Bercut Drive** **Sacramento, CA 95811**		

STATE OF CALIFORNIA

ENHANCED DISPROPORTIONATE MINORITY CONTACT SUPPORT PROJECT AGREEMENT BETWEEN THE DEPARTMENT OF CORRECTIONS AND REHABILITATION, CORRECTIONS STANDARDS AUTHORITY

AND

COUNTY OF SAN FRANCISCO

This Grant Agreement is made this 1st day of January, 2012 between the State of California, Department of Corrections and Rehabilitation acting by and through the State Corrections Standards Authority, hereafter referred to as the "CSA" and

COUNTY OF SAN FRANCISCO

an entity duly organized, existing and acting pursuant to the laws of the State of California, hereafter referred to as the "Grantee."

The parties agree as follows:

SECTION 1. PROJECT SUMMARY

The Disproportionate Minority Contact (DMC) Support grant program provide funding for broad system reform and supports probation departments in reducing race/ethnicity disparity and disproportionality through the strengthening of DMC reduction activities currently underway and county-wide. In support of the goals of the project, funds are earmarked for A three-pronged approach focusing on education, data/best practices, and community outreach. This is the final year of the 3-Year Project.

SECTION 2. ASSURANCES

A. Grantee agrees to comply with all conditions of this Grant Agreement, all standard Grant Agreement conditions as contained in Exhibit A, all federally required assurances as contained in Exhibit B, general terms and conditions contained in Exhibit C, and all budget items and conditions as contained in the Application for Funding.

B. Grantee agrees to comply with the financial and administration requirements set forth in the current edition of the CSA's *Grant Administration and Audit Guide, Federal Juvenile Justice Grants.*

SECTION 3. PROJECT OFFICIALS

A. The CSA's Executive Director or designee shall be the CSA's representative for administration of the Grant Agreement and shall have authority to make determinations and findings with respect to each controversy arising under or in connection with the interpretation, performance, or payment for work performed under this Grant Agreement. Disputes shall be resolved in accordance with the provisions of Exhibit A.

B. The Grantee project officials shall be those identified as follows and as stipulated in Section 1 of the approved Grant Proposal:

(1) The authorized officer with legal authority to sign:

Name: William Siffermann
Title: Chief Probation Officer
Address: 375 Woodside Avenue San Francisco, CA 94127
Telephone Number: (415) 753-7556
Fax Number: (415) 753-7557
E-mail Address: William.siffermann@sfgov.org

(2) The designated financial officer authorized to receive warrants:

Name: Catherine McGuire
Title: Director of Finance
Address: 375 Woodside Avenue San Francisco, CA 94127
Telephone Number: (415) 753-7560
Fax Number: (415) 753-7566
E-mail Address: Catherine.Mcguire@sfgov.org

C. Either party may change its project representatives upon written notice to the other party.

SECTION 4. REPORTS

A. Grantee will submit quarterly progress reports in a format developed by the CSA that describe progress made with respect to program objectives and activities, and performance indicator results for the Program Purpose Area 10, identified as Appendix B in the RFP and the re-application.

Reporting Period	Due No Later Than:
1. January 1 – March 31, 2012	May 15, 2012
2. April 1 – June 30, 2012	August 15, 2012
3. July 1 – September 30, 2012	November 15, 2012
4. October 1 – December 31, 2012	February 15, 2013

SECTION 5. INVOICES

A. The Grantee shall be paid in arrears by submitting a quarterly invoice for approved program expenditures for the reporting period and due dates noted above in Section 4.

B. An invoice is due to the CSA even if grant funds are not expended or requested in the reporting period.

SECTION 6. GRANT AMOUNT AND LIMITATION

In no event shall the CSA be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the CSA, the State of California, and the federal government on account of project costs that may exceed the sum of the grant award.

SECTION 7. AVAILABILITY OF FUNDS

A. Grantee agrees that the CSA's obligation to pay any sums to the Grantee under any provision of this Grant Agreement is contingent upon the availability of sufficient funds. This Grant Agreement is valid and enforceable only if sufficient funds are made available by the Legislature and by Congress.

B. This Grant Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or any statute enacted by Congress which may affect the provisions, terms or funding of this Grant Agreement in any manner.

SECTION 8. BUDGET

PROJECT LINE ITEM TOTALS				
LINE ITEM	**GRANT FUNDS**	**CASH MATCH**	**IN-KIND MATCH**	**TOTAL**
1. Salaries & Benefits	$73,011			$73,011
2. Services & Supplies	$1,989			$1,989
3. Professional Services	$25,000			$25,000
4. CBO Contracts				
5. Indirect Costs				
6. Fixed Assets/Equipment				
7. Other				
TOTAL	**$100,000**			**$100,000**

SECTION 9. AUDIT

Per Article 8 of the Standard Conditions, grant recipients must submit an audit of expenditures within 120 days following the end of the grant period. Grantees may choose either a program specific audit or a single federal audit. Federal guidelines allow grant recipients receiving $500,000 or more in federal funds in a fiscal year to use their federal juvenile justice grant funds to pay for the cost of the audit. Grantees falling below the $500,000 threshold must use non-federal funds (i.e., match funds) to pay for audit costs. **For purposes of this grant award, please check one of the boxes below to indicate the grantee's choice for meeting the audit requirement.**

☐ In conformance with Federal OMB Circular #A-133, and the California State Controller's Accounting Standards and Procedures Chapter 23, Grant Accounting Index, the identified grant will be included in the City/County **Single Federal Audit Report**, which will be submitted to the CSA within the required timeframe of 120 days from the end of the 12-month grant period. NOTE: Should an extension be needed, please provide in advance of the deadline a written justification that indicates reasons for the extension and the timeframe needed.

OR

☐ In conformance with Federal OMB Circular #A-133, and the California State Controller's Accounting Standards and Procedures Chapter 23, Grant Accounting Index, the grantee will provide a **Program Specific Final Audit Report** to the CSA within the required timeframe of 120 days from the end of the 12-month grant period.

SECTION 10. SCOPE OF WORK

The overarching goals of the DMC Support grant project are to:

1. Institutionalize an approach to juvenile justice planning and policy-making that considers the impact on race and ethnicity;
2. Widespread understanding of DMC and its impact;
3. *Reduction* of youth of color coming into contact with the entire justice system (from arrest though commitment);
4. Prioritization and institutionalization of mechanisms which will ensure continued effort toward DMC reduction; and
5. Engagement of all juvenile justice stakeholders to include relevant community members.

Additionally, grantee agrees to implement and complete the project in accordance with the approved grant application as outlined in the re-application.

SECTION 11. CONFLICTS BETWEEN TERMS OF DOCUMENTS

In the event of any inconsistency in the Agreement, except as otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: 1) Grant Agreement Sections 1 through 11; 2) Exhibit B, Federal Assurances; 3) Exhibit A, Title II Formula Grants Program Standard Conditions; and 4) Exhibit C, GTC 610.

DEPARTMENT OF CORRECTIONS AND REHABILITATION
CORRECTIONS STANDARDS AUTHORITY

EXHIBIT A

ENHANCED DISPROPORTIONATE MINORITY CONTACT AGREEMENT SUPPORT PROJECT STANDARD CONDITIONS

ARTICLE 1. ASSIGNMENT

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

ARTICLE 2. AMENDMENT

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

ARTICLE 3. PROJECT COSTS

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

ARTICLE 4. GRANTEE'S GENERAL RESPONSIBILITY

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

ARTICLE 5. GRANTEE ASSURANCES AND COMMITMENTS

A. Compliance with Laws and Regulations

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

B. Fulfillment of Assurances and Declarations

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

C. Use of Grant Funds

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

D. Permits and Licenses

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

E. Contracting Requirements

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

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

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

1. Books and Records

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

2. Access to Books and Records

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

ARTICLE 6. PROJECT ACCESS

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

ARTICLE 7. RECORDS

A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions that have been taken with respect to the project, in accordance with generally accepted government accounting principles.

B. The Grantee shall establish separate accounting records and maintain documents, and other evidence sufficient to reflect properly the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documents include copies of all awards, applications, approved modifications, financial records, and narrative reports.

C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are required for consultants and contractors.

D. The Grantee shall maintain documentation for donated goods and/or services, including the basis for valuation.

E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.

F. All Grantee records relevant to the project must be preserved a minimum of three years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the CSA or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

ARTICLE 8. ACCOUNTING AND AUDIT REQUIREMENTS

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

A. Federal Single Audit Act

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

B. Interim Audit

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

C. Annual Audit

1. Within 120 calendar days of the Grant Agreement end date, all Grantees must obtain and submit an annual program audit to the CSA. Only Grantees expending $500,000 or more in a year are authorized to use federal funds to pay the costs associated with performing the audit. Should the federal single audit report include this grant project, the Grantee may submit the federal single audit to satisfy the annual audit requirement. The audit shall be prepared in accordance with generally accepted auditing standards and government auditing standards for financial and compliance audits.

2. Since the audit function must maintain organizational independence, the Grantee's financial officer for this project shall not perform the annual audit. If the Grantee's internal auditor performs the audit, the auditor must be organizationally independent from the Grantee's accounting and project management functions. Additionally, Grantee's internal auditors who report to the financial officer, or to whom the financial officer reports, shall not perform the audit. The person conducting the audit shall be a certified public accountant, unless a Grantee auditor completes the audit.

ARTICLE 9. CHANGES

A. Grantee shall immediately advise the CSA of any significant problems or changes arising during the course of the project.

B. No change or modification in the project will be permitted without prior written approval from the CSA. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program component contained in the approved Grant Proposal. Changes shall not be implemented by the project until authorized by the CSA.

C. Under no circumstances will any budget line item changes be authorized which would cause the project to exceed the amount of the grant award identified in the Agreement. Further, in no event shall changes be authorized for the indirect costs line item that would result in that line item exceeding ten percent (10%) of the grant award.

ARTICLE 10. DISBURSEMENT

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

ARTICLE 11. WITHHOLDING OF GRANT DISBURSEMENTS

A. The CSA may withhold all or any portion of the grant funds provided for by this Grant Agreement in the event that the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.

B. For the final project year, at such time as the balance of federal funds allocated to the Grantee reaches five percent (5%), the CSA shall withhold that amount as security, to be released to the Grantee upon complying with all grant provisions, including: 1) submittal and approval of the final invoice; 2) submittal and approval of the final progress report; 3) submittal and approval of any additional required reports; and 4) submittal and approval of the final audit.

C. The CSA will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently discovered to be ineligible, the CSA may either withhold an equal amount from subsequent payments to the Grantee or require repayment of an equal amount to the state by the Grantee.

D. In the event that grant funds are withheld from the Grantee, the CSA's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

ARTICLE 12. TERMINATION

A. This Grant Agreement may be terminated at any time by the CSA, where it appears that there will be lack of grant funds available to fulfill this Grant Agreement, provided that after such termination, the Grantee shall be entitled to an amount that equals the eligible project costs that have been incurred by the Grantee prior to such termination.

B. This Grant Agreement may be terminated after the award of the Grant Agreement but prior to completion of the project, by the CSA, upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction by the Grantee includes but is not limited to:

1. Substantial alteration of the scope of the grant project without the prior written approval of the CSA;

2. Refusal or inability to complete the grant project in a manner consistent with the grant proposal or approved modifications;

3. Failure to provide the required local match share of the total project costs;

4. Failure to meet prescribed assurances, commitments, Grant Agreement, record, accounting, auditing, and reporting requirements.

C. Prior to terminating the Grant Agreement under this provision, the CSA shall provide the Grantee at least 30 days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with Article 13.

ARTICLE 13. DISPUTES

A. Grantee shall continue with the responsibilities under this Agreement during any dispute.

B. The Grantee may appeal a CSA staff decision on the basis of alleged misapplication, capricious interpretation of the regulations, policies and procedures, or substantial differences of opinion that may occur concerning the proper application of regulations, policies or procedures.

C. If the Grantee is dissatisfied with an action of CSA staff, the Grantee may appeal the cause of the dissatisfaction to the Deputy Director in charge of the Corrections Planning and Programs Division of the CSA. Such appeals shall be filed within 30 calendar days of the notification of action with which the Grantee is dissatisfied. The appeal shall be in writing, and:

- state the basis for the dissatisfaction;
- state the action being requested of the Deputy Director; and,
- include any documentation related to the cause for dissatisfaction.

D. The Deputy Director will review the correspondence and related documentation and render a decision on the appeal within 30 calendar days, except in those cases where the Grantee withdraws or abandons the appeal. The procedural time requirement may be waived with the mutual consent of the Grantee and the Deputy Director.

E. The Deputy Director may render a decision based on the correspondence and related documentation submitted by the Grantee and may consider other relevant sources of information deemed appropriate. The decision of the Deputy Director shall be in writing and shall provide the rationale for the decision.

F. If the Grantee is dissatisfied with the decision of the Deputy Director, the Grantee may file a request for review by the CSA Executive Director. Such a request shall be filed within 30 calendar days after receipt of the Deputy Director's decision. The requested review shall be in writing, and:

- state the basis for the dissatisfaction;
- state the action being requested of the Executive Director; and
- include any correspondence related to the appeal.

G. The Executive Director, after reviewing the appeal and the correspondence related to the review, may decide the matter on the record or request additional information. After a decision is made by the Executive Director, notice of the decision shall be mailed to the Grantee. The decision of the Executive Director shall be final.

ARTICLE 14. WAIVER

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

ARTICLE 15. CORRECTIONS STANDARDS AUTHORITY DEFINITION

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

DEPARTMENT OF CORRECTIONS AND REHABILITATION
CORRECTIONS STANDARDS AUTHORITY

EXHIBIT B

FEDERAL ASSURANCES

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

1. As required by Section 1352, Title 31 of the U.S. Code, and implemented as 28 CFR, Part 69, the Grantee certifies that:

   A. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

   B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Grantee shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

   C. The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR, Part 67, the Grantee certifies that it and its principals:

   A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a State or Federal Court, or voluntarily excluded from covered transactions by any federal department or agency.

   B. Have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

   C. Are not presently indicted for, or otherwise criminally, or civilly, charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated above.

D. Have not, within a three-year period preceding this Grant Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

3. As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, the Grantee certifies that they will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an on-going drug-free awareness program to inform employees about:

1) The dangers of drug abuse in the workplace;

2) The Grantee's policy of maintaining a drug-free workplace;

3) Any available drug counseling, rehabilitation, and employee assistance programs; and

4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

C. Making it a requirement that each employee to be engaged in the performance of the grant project be given a copy of the statement required by paragraph (a);

D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

1) Abide by the terms of the statement; and

2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

E. Notifying the CSA in writing, within 10 calendar days after receiving notice under subparagraph D.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number of each affected grant;

F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph D.2, with respect to any employee who is so convicted:

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or

2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A, B, C, D, E, and F.

4. Grantee agrees to comply with the financial and administration requirements set forth in the current edition of the *OJP Financial Guide*.

5. Grantee will maintain an Equal Employment Opportunity Plan (EEOP) if the grant award is more than $25,000.

6. If the grant award is $500,000 or more, and Grantee has 50 or more employees, Grantee must submit its EEOP within 60 days from the date of this award to the Federal Office for Civil Rights (OCR) (www.ojp.usdoj.gov/ocr). A copy of the federal approval letter must be submitted to the CSA. If Grantee has a current EEOP approval letter, it shall be submitted to the CSA.

7. Grantee acknowledges that failure to submit the required EEOP that is approved by the Office for Civil Rights is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the Grantee is in compliance.

8. In the event a federal or state court or administrative agency makes a finding of discrimination after a due process hearing on grounds of race, color, religion, national origin, sex, or disability against the Grantee, the Grantee will forward a copy of the finding to OCR.

9. Grantee agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the *OJP Financial Guide*, Chapter 19.

10. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789 g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information.

11. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

STATE OF CALIFORNIA — DEPARTMENT OF CORRECTIONS AND REHABILITATION

EDMUND G. BROWN JR, GOVERNOR

CORRECTIONS STANDARDS AUTHORITY
600 Bercut Drive
Sacramento, CA 95811
916-445-5073
www.csa.ca.gov

February 29, 2012

Chief William P. Siffermann
San Francisco County Probation Department
375 Woodside Avenue, Room 243
San Francisco, 94127

Dear Chief Siffermann:

Congratulations! The Corrections Standards Authority (CSA) has awarded San Francisco County Probation Department year three of the Disproportionate Minority Contact (DMC) Support grant in the amount of $100,000.

The Request for Application process for the DMC Support grants was non-competitive; nevertheless, San Francisco County was successful in laying out the plans for funds appropriated by the Juvenile Justice and Delinquency Prevention Act (JJDPA) and State Advisory Committee on Juvenile Justice and Delinquency Prevention (SACJJDP). The DMC Support program funds local jurisdictions with a system reform effort reducing youth of color coming into contact with the juvenile justice system.

The contract for this grant began January 1, 2012 and it is my pleasure to serve as the Field Representative for San Francisco County on this project. If you have any questions or think I can be of assistance, please do not hesitate to contact me.

Sincerely,

Shalinee Hunter

Shalinee Hunter, DMC Coordinator/Field Representative
916/322-8081; shalinee.hunter@cdcr.ca.gov

cc: Garry Bieringer, JDAI/DMC Project Coordinator
Catherine McGuire, Project Financial Officer

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GRANT                : JVDMCP          DISPROPORTIONATE MINORITY CONTACT PROG.
GRANT DETAIL         : 12              FY11-12 GRANT YEAR
TITLE                : FY11-12 GRANT YEAR
LOWER LVL REQUIRED   : N
    GRANT TYPE       : T               FEDERAL GRANT - PASS-THROUGH STATE OR OT
    CONTYP /FNDS CTL: GY   Y           DONOR FUNDING FY
    CCSF FILE NMBR   :
    RESP DEPARTMENT  : JUV             JUVENILE PROB-RESPONSIBLE DEPT FOR GRANT
    DONOR AGENCY     : CABC            CALIFORNIA BOARD OF CORRECTIONS
    CCSF APPROVAL    :
    FEDERAL CATALOG  : 16540           JUVENILE JUSTICE/DELINQ PREV-ALLOCATION
    CLOSING DATE     :
    INT DIST BY GRT  :
PLAN DATES    START : 01/01/2012       END : 12/31/2012    IDC REIMBURSE : N
ACTUAL DATES  START : 01/01/2012       END : 03/31/2013    GRACE PERIOD  : N
CREATE DATE : 02/27/2012               STATUS IND  : A
UPDATE DATE : 02/27/2012               STATUS DATE : 02/27/2012
F1-HELP      F2-SELECT                   F4-PRIOR     F5-NEXT
             F8-NEXT PG   F9-LINK
G014 - RECORD FOUND
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File No. 120478

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information *(Please print clearly.)*	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors

Contractor Information *(Please print clearly.)*	
Name of contractor: W. Haywood Burns Institute	
Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. ***Use additional pages as necessary.*** 1. See attached 2. Executive Director: James Bell, Finance Director: Ophelia Williams, Deputy Director: Tshaka Barrows 3-5. N/A	
Contractor address: 180 Howard St. Suite 320, San Francisco CA, 94105	
Date that contract was approved: *(By the SF Board of Supervisors)*	Amount of contract: $25,000
Describe the nature of the contract that was approved: Contractor will develop and administer comprehensive training, coaching, data analysis and evidence based practice interventions for the Probation Response Unit pilot project.	
Comments:	

This contract was approved by (check applicable):

☐ the City elective officer(s) identified on this form

☑ a board on which the City elective officer(s) serves: San Francisco Board of Supervisors
Print Name of Board

☐ the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

_____
Print Name of Board

Filer Information *(Please print clearly.)*	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

_____ _____
Signature of City Elective Officer (if submitted by City elective officer) Date Signed

_____ _____
Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk) Date Signed

W. Haywood Burns Institute
Board of Directors

1.) Chairperson of the Board:
Angela Glover Blackwell
(Executive Committee Member)
President
PolicyLink
1438 Webster Street, Suite 303
Oakland, CA 94612
P: (510) 663-2333
ablackwell@policylink.org

2.) President and Executive Director:
James R. Bell
(Executive Committee Member)
Executive Director
W. Haywood Burns Institute
180 Howard Street, Suite 320
San Francisco, CA 94105
P: (415) 321-4100 x101
F: (415) 321-4140
jbell@burnsinstitute.org

3.) *Vice President*
Shannan Wilbur
(Executive Committee Member)
Executive Director
Legal Services for Children
1254 Market Street, 3rd Floor
San Francisco, Ca 94102
P: (415) 863-3762 x310
F: (415) 863-7708
Shannan@lsc-sf.org

4.) Secretary:
Bernardine Dohrn
(Executive Committee Member)
P: (312) 503-0135
F: (312) 503-0953
bernardine.dohrn@gmail.com

5.) Treasurer:
Maurine Watkins
(Executive Committee Member)
Systems Analyst
American Presidents Line
2027 Yankee Court
San Leandro, CA 94579
P: (510) 351-6954
maurine_watkins@yahoo.com

6.) William Arroyo, M.D.
Medical Director
Child, Youth and Family Program Administration
Los Angeles County Department of Mental Health
550 S. Vermont Avenue, 10th Floor
Los Angeles, CA 90020
P: 213-738-6152
Fax: 213-351-2491
warroyo@dmh.lacounty.gov

7.) Harriet Beinfield
Chinese Medicine Works
661 Anderson Street
San Francisco, CA 94110
P: (415) 285-0931
F: (415) 821-7804
hbeinfield@gmail.com

8.) Tanya Dawkins
Executive Director
Global-Local Links Project
PO Box 143739, Miami, FL 33114
P: (305) 461-8226
C: (305) 803-8175
Tanya.dawkins@gmail.com

9.) Raquel Mariscal
Sr. Consultant for Site Development
Annie E. Casey Foundation
247 Stanford Street
Watsonville, CA 95076
P: (831) 728-4192
C: (831) 254-1039
rmariscal@aecf.org

10.) Joseph Myers
Executive Director
National Indian Justice Center
5250 Aero Drive
Santa Rosa, CA 95403
P: (707) 579-5507
josephmyers@nijc.org

11.) Juan Pacheco
Community Liaison
Barrios Unidos/World Vision/The Gathering
1100 Herndon Parkway
Suite 203
Herndon, VA 20170
P: (703) 707-9114
F: (703) 707-9116
Peacewarrior703@gmail.com