

File No. 150891

Committee Item No. 9

Board Item No. 10

### COMMITTEE/BOARD OF SUPERVISORS

#### AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance

Date October 21, 2015

Board of Supervisors Meeting

Date Oct. 27, 2015

#### Cmte Board

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| <input type="checkbox"/>            | <input type="checkbox"/>            | Motion                                       |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Legislative Digest                           |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Youth Commission Report                      |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Introduction Form                            |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/>            | MOU  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Subcontract Budget                           |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement                           |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Form 126 – Ethics Commission                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Application                                  |
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#### OTHER (Use back side if additional space is needed)

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Completed by: Victor Young Date October 16, 2015  
Completed by: \_\_\_\_\_ Date \_\_\_\_\_

1 [Accept and Expend Grant - Board of State and Community Corrections - Juvenile Justice  
2 Accountability Block Grant - \$78,235]

3 **Resolution retroactively authorizing the Public Defender's Office to accept and expend**  
4 **a grant in the amount of \$78,235 from the Board of State and Community Corrections**  
5 **for the purposes of implementing local juvenile justice accountability measures**  
6 **through the Juvenile Accountability Block Grant, for the term of July 1, 2015, through**  
7 **June 30, 2016.**

8  
9 WHEREAS, The San Francisco Public Defender's Office desires to receive and utilize  
10 grant funds available through the Juvenile Accountability Block Grants (JABG) Program  
11 administered by the Board of State and Community Corrections (hereafter referred to as  
12 BSCC); and

13 WHEREAS, The grant does not require an ASO amendment; and

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

16 RESOLVED, That the Public Defender of the City and County of San Francisco is  
17 authorized on behalf of the City and County of San Francisco Board of Supervisors to submit  
18 the JABG application to BSCC and is authorized to sign the Grant Agreement with BSCC,  
19 including any amendments thereof; and, be it

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

22 FURTHER RESOLVED, That the City and County of San Francisco agrees to provide  
23 all matching funds as required for said project (including any amendment thereof), and abide  
24 by the statues and regulations governing the JABG Program as well as the terms and  
25 conditions of the Grant Agreement as set forth by the BSCC; and, be it

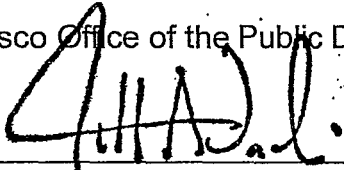
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FURTHER RESOLVED, That grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

RECOMMENDED:

APPROVED:

San Francisco Office of the Public Defender

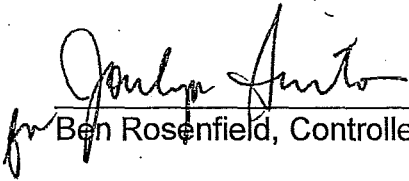


Jeff Adachi, Public Defender  
City and County of San Francisco



for Mayor Edwin Lee

APPROVED:



for Ben Rosenfield, Controller

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: 15/16 Juvenile Accountability Block Grant
2. Department: San Francisco Public Defender's Office
3. Contact Person: Jeff Adachi Telephone: 415-553-1671
4. Grant Approval Status (check one):  
 Approved by funding agency  Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$ 78,235
6. a. Matching Funds Required: \$ 8,693  
b. Source(s) of matching funds (if applicable): 1GAGFAAA (general fund)
7. a. Grant Source Agency: Federal Department of Justice  
b. Grant Pass-Through Agency (if applicable): Federal Grant – State Pass-Through: Board of State and Community Corrections
8. Proposed Grant Project Summary: **The project address the backlog of public defender cases while working to identify community-based alternatives and out-of-home placements for youth who would otherwise remain in custody unnecessarily. JABG will be used to fund the Public Defender Placement Assistance Program. Public Defender will represent clients in juvenile court matters, obtain appropriate assessments of clients including educational and mental health assessments, and identify and build partnerships with community-based alternatives to detention and other supportive community-based services.**
9. Grant Project Schedule, as allowed in approval documents, or as proposed:  
Start-Date: July 1, 2015 End-Date: June 30, 2016
10. a. Amount budgeted for contractual services: NONE  
b. Will contractual services be put out to bid? N/A  
c. If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements? N/A  
d. Is this likely to be a one-time or ongoing request for contracting out? N/A
11. a. Does the budget include indirect costs?  Yes  No

b1. If yes, how much? \$

b2. How was the amount calculated?

c. If no, why are indirect costs not included?

Not allowed by granting agency

To maximize use of grant funds on direct services

Other (please explain):

c2. If indirect costs are included, what would have been the indirect costs? \$34,500

12. Any other significant grant requirements or comments:

**\*\*Disability Access Checklist\*\***

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

Existing Site(s)

Existing Structure(s)

Existing Program(s) or Service(s)

Rehabilitated Site(s)

Rehabilitated Structure(s)

New Program(s) or Service(s)

New Site(s)

New Structure(s)

14. The Departmental ADA Coordinator and/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 access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

Departmental or Mayor's Office of Disability Reviewer:

Arlene Laxamana  
(Name)

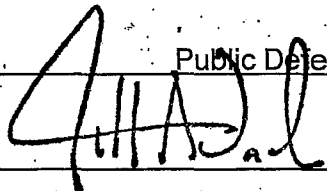
Date Reviewed: August 6, 2015

Department Approval:

Jeff Adachi  
(Name)

Public Defender  
(Title)

(Signature)





STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 ) 213 (Rev 06/03)

AGREEMENT NUMBER <b>BSCC 170-15</b>
REGISTRATION NUMBER

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

STATE AGENCY'S NAME  
**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTOR'S NAME  
**SAN FRANCISCO COUNTY**

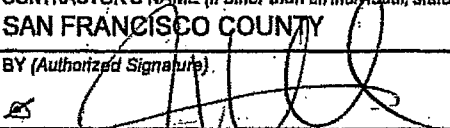
The term of this Agreement is: **July 1, 2015 through June 30, 2016**

3. The maximum of this Agreement is: **\$86,928.00**  
**EIGHTY-SIX THOUSAND, NINE HUNDRED TWENTY-EIGHT DOLLARS AND ZERO 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:

- Exhibit A: Scope of Work **3** pages
- Exhibit B: Budget Detail and Payment Provisions **2** pages
- Exhibit C: GTC 610, General Terms and Conditions **3** pages
- Exhibit D: Special Terms and Conditions **4** pages
- Exhibit E: Federal Assurances **5** pages
- Attachment 1: Application for Funding/Grant Proposal

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

CONTRACTOR	
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>SAN FRANCISCO COUNTY</b>	
BY (Authorized Signature) 	DATE SIGNED (Do not type) <b>7/27/15</b>
PRINTED NAME AND TITLE OF PERSON SIGNING <b>JEFF ADACHI, San Francisco Public Defender</b>	
ADDRESS <b>555 7th Street San Francisco CA 94103</b>	

California Department of General Services Use Only	
<input checked="" type="checkbox"/> Exempt per: <b>SCM 1, 4.04, A.4.</b>	

STATE OF CALIFORNIA	
AGENCY NAME <b>BOARD OF STATE AND COMMUNITY CORRECTIONS</b>	
BY (Authorized Signature) 	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING <b>MARY JOLLS, Deputy Director</b>	
ADDRESS <b>2590 Venture Oaks Way, Suite 200 Sacramento CA 95833</b>	

**EXHIBIT A  
SCOPE OF WORK**

**1. GRANT AGREEMENT – JUVENILE ACCOUNTABILITY BLOCK GRANT (JABG) PROGRAM**

This Grant Agreement is between the State of California Board of State and Community Corrections, hereafter referred to as BSCC and **San Francisco County** hereafter referred to as Grantee or Contractor.

**2. PROJECT SUMMARY AND ADMINISTRATION**

- A. Juvenile Accountability Block Grant funds will be used to support the Public Defender Placement Program, where one Deputy Public Defender will represent all Public Defender clients who have been committed to out of home placement or Log Cabin ranch School County Camp. The project addresses indigent defense of youth in the delinquency system and the backlog of public defender cases while working to identify community-based alternatives and out-of-home placements for youth who would otherwise remain in custody unnecessarily. Public Defender will represent clients in juvenile court matters, obtain appropriate assessments of clients including educational and mental health assessments, and identify and build partnerships with community-based alternatives to detention and other supportive community-based services.
- B. Grantee agrees to administer the project in accordance with Attachment 1: Application for Funding/Grant Proposal, which is attached and hereto made part of this agreement.

**3. PROJECT OFFICIALS**

- A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or in connection with the interpretation, performance, or payment for work performed under this Grant Agreement.
- B. The Grantee's project officials shall be those identified as follows and as specified in Section I of Attachment 1: Application for Funding/Grant Proposal:

**Authorized Officer** with legal authority to sign:

Name: Jeff Adachi  
Title: San Francisco Public Defender  
Address: 555 7<sup>th</sup> Street, San Francisco CA 94103  
Phone: (415) 553-9520

**Designated Financial Officer** authorized to receive warrants:

Name: Angela Auyong  
Address: 555 7<sup>th</sup> Street, San Francisco CA 94103  
Phone: (415) 553-1677  
Fax: (415) 553-1607  
Email: angela.auyong@sfgov.org

**Project Director** authorized to administer the project:

Name: Patricia Lee  
Address: 375 Woodside Ave. Rm. 118, San Francisco CA 94127  
Phone: (415) 753-7610  
Fax: (415) 566-3030  
Email: patricia.lee@sfgov.org

- C. Either party may change its project representatives upon written notice to the other party.
- D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.



**EXHIBIT A  
SCOPE OF WORK**

**4. DATA COLLECTION**

Grantees will be required to participate in the collection of data on a common set of variables (and using one or more common data collection instruments). These common variables will be identified collaboratively by the BSCC and the grantees during the grantee orientation meeting. It is anticipated that grantees will be required to submit this common set of variables on a quarterly basis. Data elements may include demographic and other background information, program status information, level and intensity of program services information, and short-term and intermediate-term outcome information.

**5. PROGRESS REPORTS AND EVALUATIONS**

A. Grantee will submit quarterly progress reports, including results for the Federal performance indicators, in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

<b>Progress Report Periods</b>	<b>Due Date</b>
1) July 1 through September 30, 2015	November 16, 2015
2) October 1 through December 31, 2015	February 15, 2016
3) January 1 through March 31, 2016	May 16, 2016
4) April 1 through June 30, 2016	August 15, 2016

B. Grantees shall submit all other reports and data as required by the BSCC.

**6. PROJECT RECORDS**

A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records, and required reports.

B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds, any matching funds by the Grantee, and the total cost of the project. Source documentation includes 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 (subcontractors).

D. The grantee shall maintain documentation of 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 (3) 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 BSCC 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.

**EXHIBIT A**  
**SCOPE OF WORK**

**7. AUDIT**

Grantee 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 grantees receiving \$500,000 or more in federal funds in a fiscal year to use their federal justice assistance 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 BSCC within the required timeframe of 120 days from the end of the grant period. NOTE: Should an extension be needed, please provide in advance of the deadline a written justification that indicates the reason(s) 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 BSCC within the required timeframe of 120 days from the end of the grant period.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. INVOICING AND PAYMENTS**

- A. The Grantee shall be paid quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

**Invoicing Periods**

**Invoice Due Date**

- |  |                   |
|--|-------------------|
| 1) July 1 through September 30, 2015   | November 16, 2015 |
| 2) October 1 through December 31, 2015 | February 15, 2016 |
| 3) January 1 through March 31, 2016    | May 16, 2016      |
| 4) April 1 through June 30, 2016       | August 15, 2016   |

- B. The Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.

**2. GRANT AMOUNT AND LIMITATION**

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC and the State of California and the Federal Government on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement. In no event shall changes be authorized for the Administrative Costs line item that would result in that item exceeding five percent (5%) of the grant award.

**3. BUDGET CONTINGENCY CLAUSE**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent year covered under this Grant Agreement does not appropriate funds for the purposes of this program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an agreement amendment to Grantee to reflect the reduced amount.
- C. This Grant Agreement is valid and enforceable only if sufficient funds are made available by the United States Congress and California Legislature. Grantee agrees that the BSCC's obligation to pay any sum to the Grantee under any provision of this agreement is contingent upon the availability of sufficient funds.

**4. PROJECT COSTS**

- A. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs. The BSCC Grant Administration and Audit Guide outlines eligible and ineligible project costs.
- B. Grantee shall, upon demand, remit to the BSCC any grant funds 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.
- C. Grant funds must be used to supplement existing funds for program activities and may not replace (supplant) non-state/state grant funds that have been appropriated for the same purpose. Potential supplanting will be the subject of grant monitoring. Violations can result in a range of penalties (e.g., recoupment of monies provided under this grant, suspension of future program funding through BSCC grants, and civil/criminal penalties).

**EXHIBIT B  
 BUDGET DETAIL AND PAYMENT PROVISIONS**

**5. PROMPT PAYMENT CLAUSE**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**6. WITHHOLDING OF GRANT DISBURSEMENTS**

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC shall withhold that amount as security, to be released to the Grantee upon compliance 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 of expenditures.
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future 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 BSCC'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.

**7. PROJECT BUDGET**

LINE ITEM	GRANT FUNDS	CASH MATCH	IN-KIND MATCH	TOTAL
1. Salaries and Benefits	\$78,235	\$8,693	\$0	\$86,928
2. Services and Supplies	\$0	\$0	\$0	\$0
3. Professional Services	\$0	\$0	\$0	\$0
4. CBO Contracts	\$0	\$0	\$0	\$0
5. Administrative Overhead (may not exceed 5% of grant award)	\$0	\$0	\$0	\$0
6. Fixed Assets/Equipment	\$0	\$0	\$0	\$0
9. Other	\$0	\$0	\$0	\$0
<b>TOTAL</b>	<b>\$78,235</b>	<b>\$8,693</b>	<b>\$0</b>	<b>\$86,928</b>

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

**GTC 610: GENERAL TERMS AND CONDITIONS**

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of age, ancestry, color, disability (mental and physical), exercising the right to family care and medical leave, gender, gender expression, gender identity, genetic information, marital status, medical condition, military or veteran status, national origin, political affiliation, race, religious creed, sex (includes pregnancy, childbirth, breastfeeding and related medical conditions), and sexual orientation. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act [Gov. Code

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

§12990 (a-f) et seq.] and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS:** Time is of the essence in this Agreement.
13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
  - a. The Government Code Chapter on Antitrust claims contains the following definitions:
    - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
  - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
  - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
  - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

- 16. CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
  - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 17. UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
- 18. PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
- 19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code §14841.)
  - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. [Mil. & Vets. Code §999.5(d); Govt. Code §14841.]
- 20. LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. [PCC 10344(e).]

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

**1. GRANTEE'S GENERAL RESPONSIBILITY**

Grantee is responsible for the project activities identified in Attachment 1: Application for Funding/Grant Proposal to BSCC. Review and approval by the BSCC is solely for the purpose of proper administration of grant funds, and shall not be deemed to relieve or restrict the Grantee's responsibility. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

**2. CONFLICTS BETWEEN DOCUMENT TERMS**

In the event of any inconsistency in the Grant Agreement, except as otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- 1) Exhibits A & B: Scope of Work, Budget Detail and Payment Provisions
- 2) Exhibit E: Federal Assurances
- 3) Exhibit D: Special Terms and Conditions
- 4) Exhibit C: GTC 610, General Terms and Conditions

**3. 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. Grantee shall at all times comply with all applicable state laws, rules and regulations, and all applicable local ordinances.

**B. Fulfillment of Assurances and Declarations**

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Application for Funding/Grant Proposal, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

**C. 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.

**4. POTENTIAL SUBCONTRACTORS**

A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract with consultants for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.

B. Nothing contained in this Grant Agreement, or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

C. Grantee shall ensure that all subcontractors comply with all requirements of this Grant Agreement.



**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

- D. Grantee assures that for any subcontract awarded by the Grantee, such as insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor'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 (3) years after the acceptance of the project's final audit of expenditures under the Grant Agreement, and shall be subject to examination and/or audit by the BSCC 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 BSCC or designee, the Department of General Services, the Department of Finance, the Bureau of State Audits, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the project's final audit of expenditures. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

**5. PROJECT ACCESS**

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff, and documents at all reasonable times during the grant period.

**6. 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 BSCC 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 BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement, or take other remedies legally available.

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

**C. Annual Audit**

- 1) Within 120 calendar days of this Grant Agreement end date, all Grantees must obtain and submit an annual program audit to the BSCC. 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.

**7. MODIFICATIONS**

No change or modification in the project will be permitted without prior written approval from the BSCC. 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 components contained in the Application for Funding/Grant Proposal. Changes shall not be implemented by the project until authorized by the BSCC.

**8. TERMINATION**

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes, but is not limited to:
  - 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
  - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Application for Funding/Grant Proposal, or approved modifications;
  - 3) failure to provide the required local match share of the total project costs; and
  - 4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

**9. SETTLEMENT OF DISPUTES**

- A. In the event of a dispute, Grantee shall file a "Notice of Dispute" with the BSCC Corrections Planning and Programs Division Deputy Director. Within 30 days, the Deputy Director shall meet with the Grantee and the designated BSCC Field Representative for purposes of resolving the dispute.

The appeal shall be in writing and shall:

- 1) state the basis for the appeal;
- 2) state the action being requested of the Deputy Director; and
- 3) include any correspondence/documentation related to the cause for dissatisfaction.

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

- B. The Deputy Director will review the appeal and render a decision on the appeal within 30 calendar days. The decision of the Deputy Director shall be in writing and shall provide rationale for the decision.
- C. If dissatisfied with the decision, the Grantee may file for a review by the BSCC Executive Director. Such request shall be in writing and contain all the elements listed above in Item A.
- D. The decision of the Executive Director shall be final. Notice of the decision shall be mailed to the Grantee.
- E. The procedural time requirement may be waived with written mutual consent of both Grantee and Deputy Director. Grantee shall continue with the responsibilities under this Agreement during any dispute.

**10. 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.

**EXHIBIT E**  
**FEDERAL ASSURANCES FOR JABG**

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 C.F.R., 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 sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements and subcontracts) and that all subgrantees shall certify and disclose accordingly.
2. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R., 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

**EXHIBIT E**  
**FEDERAL ASSURANCES FOR JABG**

- 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 BSCC 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 the 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](http://www.ojp.usdoj.gov/ocr)). A copy of the federal approval letter must be submitted to the BSCC. If Grantee has a current EEOP approval letter, it shall be submitted to the BSCC.
  7. Grantee acknowledges that failure to submit the required EEOP that is approved by the Office for Civil Rights (OCR) 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, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grand funds) are not satisfactorily and promptly addressed, as further described in the current edition of the *OJP Financial Guide*.

**EXHIBIT E**  
**FEDERAL ASSURANCES FOR JABG**

10. Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of OJP, through the BSCC.
11. Grantee must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subgrantees. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by

Mail: Office of the Inspector General  
U.S. Department of Justice  
Investigations Division  
950 Pennsylvania Avenue, N.W.  
Room 4706  
Washington, DC 20530

E-mail: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov)

Hotline: (800) 869-4499 (information in English and Spanish)

Hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at [www.usdoj.gov/oig](http://www.usdoj.gov/oig).

12. Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP, through the BSCC.
13. Grantee agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the grantee is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.
14. Grantee agrees to comply with applicable requirements regarding Central Contractor Registration (CCR) and applicable restrictions on subawards to first-tier subgrantees that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of grantee obligations are posted on the Office of Justice Programs website at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: Central Contractor Registration and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
15. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages grantees and subgrantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
16. Grantee agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval, and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at:

<http://ojp.gov/financialguide/PostawardRequirements/chapter15page1.htm>.

**EXHIBIT E**  
**FEDERAL ASSURANCES FOR JABG**

17. Grantee understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees. Available at:

<http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>

18. Grantee agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the grantee will promptly notify, in writing, the grant manager for this BSCC award, and if so requested by the BSCC, seek a budget-modification or change-of-project-scope modification to eliminate any inappropriate duplication of funding.
19. Grantee agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the grantee and first-tier subgrants of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of grantee obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs website at <http://www.fsrs.gov/> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own operate in his or her name).
20. Grantee agrees that all income generated as a direct result of this award shall be deemed program income. All program income earned must be accounted for and used for the purposes of funds provided under this award, including such use being consistent with the conditions of the award, the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R. Part 70 and 2 C.F.R. Part 215 (OMB Circular A-110). Further, the use of program income must be reported quarterly to the BSCC.
21. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)
22. The grantee agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the grantee may be fined as per 42 U.S.C. 2789g©-(d). The grantee may not satisfy such a fine with federal funds.
23. Grantee agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the grantee agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to:

<https://it.ojp.gov/default.aspx?area+policyandpractice&page=1046>.

**EXHIBIT E**  
**FEDERAL ASSURANCES FOR JABG**

- 24.** Grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Grantees of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See [http://www.ojp.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.gov/about/ocr/equal_fbo.htm).
- 25.** Grantee acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.
- 26.** Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
- 27.** Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22, and in particular, section 22.23.
- 28.** Grantee agrees to monitor subawards under this JABG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The grantee is responsible for oversight of subgrantee spending and monitoring of specific outcomes and benefits attributable to use of JABG funds by subgrantees. The grantee agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
- 29.** Grantee agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.





# **JUVENILE ACCOUNTABILITY BLOCK GRANT (JABG) PROGRAM**

**FISCAL YEAR 2015/16**

**REQUEST FOR APPLICATIONS:  
DIRECT ALLOCATION GRANT  
APPLICATION PACKET**

**RELEASED APRIL 24, 2015**

**Applications due by 5:00 p.m., May 29, 2015**

In addition to the grant application this Request for Applications (RFA) packet includes important information about funding provisions, grant eligibility, and application submission requirements.



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## OVERVIEW OF GRANT AWARD

The Juvenile Accountability Block Grants (JABG) Program, administered at the federal level by the Office of Juvenile Justice and Delinquency Prevention (OJJDP), supports state and local efforts to reduce juvenile crime through programs that focus on offender accountability (Public Law 107-273). JABG grants are awarded to the states, which in turn are required to pass through a majority of the funding (75 percent) to eligible units of local government. Approximately 20 percent may be used as set-aside or undesignated funds for projects that benefit smaller local jurisdictions that fall below the minimum direct award funding threshold, State or local agencies including private and/or nonprofit organizations, or Statewide initiatives that support the State's juvenile justice system. Up to 5 percent of the federal award may be used for Administrative costs for the program. As the designated state agency for this federally funded program, the Board of State and Community Corrections (BSCC) distributes the federal annual allocations to those local jurisdictions meeting the federal funding threshold to receive a direct allocation (**Attachment A**). Funding amounts for units of local government are determined by the OJJDP and based on a formula that takes into account local criminal justice expenditures and the level of violent crime. The minimum amount for a direct sub-grant is \$10,000.

In 2011, JABG funding was significantly reduced at the federal level and since that time the reduction to the local allocation amounts have been offset with the use of some discretionary JABG funding and funds reverted from expired local JABG grants. This funding if unused would revert back to the federal government rather than directly benefiting the California local programs that qualify for JABG funding. In 2013, OJJDP discontinued federal funding for the JABG program entirely. The BSCC has continued to fund local jurisdictions that met the FY 2013/14 threshold for receiving a direct allocation for the last several years with a reserve of JABG funding from previous year allocations. The balance of this reserve will fund current JABG recipients for the project period of July 1, 2015 to June 30, 2016. Continued and/or reinstated funding will be dependent upon the outcome of future federal appropriations.

California's State Advisory Committee on Juvenile Justice and Delinquency Prevention (SACJJDP), which oversees the use of federal funds administered by the BSCC, identified three priority areas in their new three-year Strategic Plan (2013 – 2016) on which California is to focus its efforts. The three priority areas are:

1. Reducing Racial and Ethnic Disparities (R.E.D.)
2. Evidence-Based Practices (EBP)
3. A strategy to support efforts to develop and strengthen services, programs, and policies that promotes positive outcomes for youth, their families, and communities

JABG recipients are strongly encouraged to align the use of their direct allocation with the three priority areas identified in the SACJJDP's Strategic Plan above.

## PROGRAM GOAL AND DESIGN

The goal of the Juvenile Accountability Block Grants Program (JABG) is to provide flexible funding to units of eligible local government (**Attachment A**) to enhance their efforts to combat serious and violent juvenile crime through accountability-based reforms. Accountability in juvenile justice means assuring that, as a result of their wrongdoing, juvenile offenders face consequences that make them aware of and answerable for the loss, damage, or injury perpetrated upon the victim.

Funds awarded in this non-competitive process must be expended in one or more of 18 federally designated program purpose areas (see Table I below). The state and its sub-grantees must report annually on specified performance measures for the JABG program purpose areas.

**Table I**

<b>JABG PROGRAM PURPOSE AREAS</b>	
1.	Graduated sanctions
2.	Corrections/detention facilities construction or operation
3.	Court staffing and pretrial services
4.	Hiring additional prosecutors
5.	Expediting prosecution of violent offenders
6.	Training for new law enforcement and court personnel
7.	Juvenile gun courts
8.	Juvenile drug courts
9.	Juvenile records systems
10.	Information sharing
11.	Accountability based programs to reduce recidivism
12.	Risk and needs assessment
13.	School safety
14.	Restorative justice
15.	Juvenile courts and probation
16.	Detention/corrections personnel
17.	Establishing, improving, and coordinating pre-release and post-release systems and programs to facilitate the successful re-entry of juvenile offenders from state and local custody to the community.
18.	Hiring court-appointed defenders

## EVIDENCE-BASED PROGRAMS, PRACTICES, AND STRATEGIES

The BSCC is committed to supporting programs, practices, and strategies that are rooted in evidence to produce better outcomes for the criminal and juvenile justice systems and for the individuals who are involved in those systems.

JABG applicants are strongly encouraged to select grant activities directly linked to the implementation of evidence-based practices and strategies that reduce recidivism. The following information is offered to help applicants in understanding the BSCC's broad view of evidence-based practices:

The concept of evidence-based practices was developed outside of the criminal justice arena, and is commonly used in other applied fields such as medicine, nursing, and social work. In criminal justice, this term marks a significant shift by emphasizing measurable outcomes and ensuring services and resources are actually effective in promoting rehabilitation and reducing recidivism. On a basic level, evidence-based practices include the following elements:

1. Evidence the intervention is likely to work (i.e., produce a desired benefit);
2. Evidence the intervention is being carried out as intended; and
3. Evidence allowing an evaluation of whether the intervention worked.

Evidence-based practices involves using research-based and scientific studies to identify interventions that reliably produce significant reductions in recidivism, when correctly applied to offender populations through the use of the following four principles of effective intervention:

- A. Risk Principle – focuses attention on the crucial question of WHO is being served and calls for targeting higher risk offenders.
- B. Need Principle – requires that priority be given to addressing criminogenic risk/need factors with a clear focus on WHAT programs are delivered.
- C. Treatment Principle – conveys the importance of using behavioral treatment approaches to achieve the best possible outcomes and requires attention to the question of HOW programs are delivered.
- D. Fidelity Principle – draws attention to HOW WELL programs are delivered and reiterates the necessity that programs be implemented as designed.

Successful implementation of evidence-based practices also includes, but is not limited to:

- Organizational development to create and sustain a culture accepting of best practices and evidence-based approaches;
- A commitment to initial and ongoing professional development and training;
- Use of validated risk/needs/responsivity assessment tools;
- Data collection and analysis;
- Use of case management strategies;
- Use of programs known to produce positive criminal justice outcomes;

- Quality assurance activities to ensure program fidelity;
- Performance management to improve programs, service delivery, and policies;
- A “systems change approach” to develop collaborations so tasks, functions and sub-units work effectively together and not at cross-purposes; and
- A focus on sustainability.

In discussions of evidence-based practices in criminal justice, it is common to distinguish between *programs, strategies, and promising practices/approaches.*

*Programs* are designed to change the behavior of individuals in the criminal justice system and are measured by individual level outcomes. For example, programs aiming to reduce substance use and antisocial behavior include Cognitive Behavioral Therapy, Behavioral Programs, and Social Skills Training.

*Strategies* may include programs to change individual behavior; however, this term is often used to describe a general intervention approach that supports larger community or organizational level policy objectives. For example, case management is applied to improve the overall effectiveness and efficiency of criminal and juvenile justice agencies while pretrial assessment is designed to enable informed decisions about which arrested defendants can be released pretrial without putting public safety at risk. *Strategies* can also refer to the strategic application of effective practices that are correlated with a reduction in recidivism such as the use of assessment tools, quality assurance protocols, and delivery of interventions by qualified and trained staff.

*Promising practices/approaches*, for purposes of this grant work, can be broadly construed to include crime-reduction and recidivism-reduction programs or strategies that have been implemented elsewhere with evidence of success, but with evidence not yet strong enough to conclude the success was due to the program or that it is highly likely to work if carried out in the applicant's circumstances. The difference between evidence-based and *promising practices/approaches* is a difference in degree on the number of situations in which a program or strategy has been tested and the rigor of the evaluation methods used.

In theory, applicants seeking to implement promising programs, approaches, or strategies should be able to describe the documentation, data and evidence available to support the approach and why it is best suited to the goals and objectives described in the application for funding.

Applicants can find information on evidence-based practices in Attachment B of this RFA.

## REDUCING RACIAL AND ETHNIC DISPARITY (R.E.D.)

*The following information is provided to all prospective BSCC grantees. The applicant is not required to address this section within its proposal, but should consider how this information may influence grant activities.*

Research<sup>1</sup> shows that youth and adults of color are significantly overrepresented in the criminal justice system in California. These disparities are the result of numerous interrelated factors, some of which exist within the structures of the current criminal and juvenile justice system, and some of which are influenced by unconscious biases. Whatever the cause, BSCC believes that the overrepresentation of people of color in the criminal and juvenile justice system can be addressed through meaningful dialogue, increased awareness, evaluation feedback, and policy reforms intended to reduce structural inequality.

To that end, we are committed as a state to examining service delivery within the criminal and juvenile justice system for perceived inequities and actual disparities that might exist at the state and local level. Additionally, in order to receive federal funding, California is required to demonstrate a good faith effort to address the federal initiative known as Reducing Racial and Ethnic Disparity or R.E.D. (formerly Disproportionate Minority Contact or DMC), which refers to the disproportionate rate at which youth of color come into contact with the juvenile justice system (at all points, from arrest through confinement), relative to their numbers in the general population. In an effort to comply with this requirement, the BSCC has undertaken a number of activities to ensure that California addresses this concern in relation to the juvenile population as well as the adult offender population to include trainings, access to and support of structured decision-making tools, and funding opportunities.

JABG grant recipients will be included in these opportunities and will be invited to attend R.E.D. trainings should it become available during the project period. JABG project directors will be notified of the upcoming R.E.D. trainings.

In designing your proposed project, the BSCC has identified some questions you may want to consider related to R.E.D.

- How do local departments/organizations measure the effectiveness with underserved communities?
- How do local departments/organizations deal with issues of linguistic diversity?
- What is the nature of current departments'/organizations' relationship to the community relative to the proposed project?
- Does the proposed project reflect the specific needs of the diverse communities served?

Additional information about R.E.D. can be found at <http://www.bscc.ca.gov/> or applicants may contact California's R.E.D. Coordinator, Shaline Hunter, at (916) 322-8081.

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<sup>1</sup> There are multiple studies confirming the disparities in the criminal and juvenile justice systems. BSCC has done extensive work with The W. Haywood Burns Institute (<http://www.burnsinstitute.org/>) on this issue as well as working with the National Council on Crime and Delinquency (NCCD) and the Center for Juvenile Justice Reform, Georgetown University (<http://cjjr.georgetown.edu/certprogs/racialdisparities/racialdisparities.html>)

*Created Equal: Racial and Ethnic Disparities in the US Criminal Justice System (NCCD: Hartney/Vuong March 2009)*

## GRANT APPLICATION REQUIREMENTS

**Confidentiality Notice:** This grant application, and information contained herein, may be construed to be a public document. The grant application may be subject to a request via the California Public Records Act and BSCC, as a state agency, may have to disclose it to the public. BSCC cannot ensure the confidentiality of any information submitted in or with this grant application.

**Grant Agreement:** Applicants approved for funding by the BSCC Board are required to enter into a Grant Agreement (Standard Form 213) with the BSCC. Grantees must agree to comply with all conditions of the Grant Agreement, all required assurances, general terms and conditions, and all budget items and conditions contained in the Request for Application submittal (**Attachment C**).

**The Grant Agreement shall be effective as of the date on which it is signed by the BSCC. Please note however; before the BSCC can sign the Grant Agreement, each grantee must first submit the required number of signed, hard copies of the Standard Form 213.** Work, services, and encumbrances of grant funds cannot begin prior to contract execution (and the effective date of the contract), nor can reimbursements be approved for expenditures prior to contract execution.

Each agency is responsible for maintaining the Grant Agreement, all invoices, records, and relevant documentation for at least three (3) years after the final payment under the contract.

**Due Date:** A signed hard copy of the application must be submitted by the applicant to the BSCC via **U.S. mail and received no later than May 29, 2015**. Additionally, please forward an email version of the application on or before the same date to [colleen.stoner@bscc.ca.gov](mailto:colleen.stoner@bscc.ca.gov).

Please mail the signed hard copies to:

Board of State and Community Corrections  
Corrections Planning and Program Division  
2590 Venture Oaks Way, Suite 200  
Sacramento, CA 95833  
Attn: Colleen Stoner, Field Representative

**Eligible Grant Applicants:** Units of local government meeting the minimum federal funding threshold, as issued by OJJDP for FY 2013/14, are eligible to apply for the formula-based direct allocation. Please refer to **Attachment A** for a listing of eligible units of local government, including the federally determined grant amount for each. Localities shall designate an implementing agency for the grant project.

**Local Advisory Board:** Under federal law, a local advisory board must review a Coordinated Enforcement Plan (CEP) outlining how JABG funds will be expended. For the purpose of this grant, this application is the CEP. The board must include, if appropriate, representatives from the police, sheriff and probation departments, district attorney's office, juvenile court, education, social services, a nonprofit and nongovernmental victim advocacy organization, and a nonprofit religious or community group. Grantees may use an existing advisory board with similar membership (e.g., Juvenile Justice Coordinating Council) to meet this requirement.

**Match Requirements:** Applicants must assure that they will contribute a cash match of 10% of the total project costs (see **Attachment A** for required match amounts **based on the federal formula** which requires match to be computed by dividing the funding allocated by  $0.9 \times 1.0$ ). Applicants opting to use JABG funds to construct new and permanent detention facilities must provide a 50% cash match. Matching funds may be either state or local dollars. Federal funds are not an allowable match source.



**Eligible Grant Expenditures:** Grantees must expend JABG funds for projects that fall within the 18 federally designated program purpose areas, with a focus on juvenile accountability. Please see **Attachment D** for information on the JABG program purpose areas. Additionally, the California SACJJDP strongly encourages JABG recipients to align the use of these JABG funds with the three priority areas identified in the SACJJDP Strategic Plan.

**Reimbursement of Expenditures/Quarterly Invoices:** Disbursement of grant funds occurs on a reimbursement basis for actual project costs incurred during a reporting period. The State Controllers' Office will issue warrants (checks) to the individual designated on the Grant Application (Section I) as the Financial Officer for the grant. Grantees must submit invoices online to the BSCC on a quarterly basis, within 45 days following the end of the reporting period. In addition, grantees must maintain adequate supporting documentation for all costs including match obligations claimed on invoices. Source documentation include, but are not limited to, copies of all purchase orders, receipts, personnel and payroll records, donated goods and/or services, reconciliations, financial records, and audit reports. BSCC staff will conduct onsite monitoring visits that will include a review of documentation maintained as substantiation for project expenditures and matching contributions.

The BSCC may withhold all or any portion of the grant funds in the event the grantee has materially and substantially breached the terms and conditions of the JABG contract agreement.

At such time as the balance of funds allocated to the project reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the grantee upon compliance 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.

The BSCC will not reimburse for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently discovered to be ineligible, the BSCC may either withhold an equal amount from future payments or require repayment of an equal amount to the state by the grantee. Please see **Attachment E** for examples of Eligible and Ineligible Project Costs.

**Federal Performance Measures:** Federal regulations require JABG grantees to select a program purpose area(s) from the JABG program list and report specific data pertaining to the area(s) identified. Grantees will report data to the BSCC on a quarterly basis via progress reports.

**Board Resolution:** Applicants must submit a resolution from their governing board addressing specific requirements, including but not limited to, the non-supplantation clause. In addition, all awarded projects and any of its subgrantees must comply with General Terms and Conditions 610 as provided in **Attachment B**. Grant recipients must have a resolution on file with the BSCC before reimbursements can be sought. We are aware that some grantees may have delays in obtaining the required Board of Supervisor Resolution and we can proceed at this time without it. This can be submitted at a later dated but should be received as soon as possible. Although invoices will be eligible for reimbursement back to the date of the executed contract, they will be held until the Board Resolution is received. Please see **Attachment F** for sample language of a Board Resolution.

**Waivers:** A qualifying unit of local government may waive its right to a direct grant award and request that such unit's funds be awarded to and expended for its benefit by a larger or contiguous unit of local government. Please see **Attachment G** for the pertinent waiver documentation.

**Complete Grant Application Submittal:** A complete grant application includes the application document, Federal Performance Measures form(s) and governing body's resolution. Additionally, waiver documents are required from any applicant receiving funds waived from another locality.

**Data Collection/Progress Report Requirements:** Grantees must submit quarterly progress reports, including the mandatory federal data and project progress notes, utilizing the JABG Progress Report form provided on the BSCC website <http://www.bscc.ca.gov>

**The Federal Funding Accountability and Transparency Act:** - The intent of the Federal Funding Accountability and Transparency Act (FFATA) is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is [www.USASpending.gov](http://www.USASpending.gov). Therefore, if awarded as a grant recipient, your Grant Agreement information will be uploaded to the FFATA Subaward Reporting System via the DUNS # supplied on the Grant Application (Section I).

**Monitoring and Project Assessment:** The BSCC staff will conduct periodic monitoring of each project to assess whether the project is in compliance with grant requirements and making progress toward grant objectives and provide technical assistance as needed regarding fiscal, programmatic, evaluation, and administrative requirements. A sample of the BSCC's grant project monitoring report is provided as **Attachment H**; however, items within the report may be subject to change for the JABG grantees.

Additionally, the BSCC staff has been certified in conducting program assessments designed to determine the extent to which projects are using effective correctional practices that are aligned with recidivism reduction. This technical assistance and follow-up training will be available to JABG grantees as time and resources of the BSCC allow. See **Attachment I** for a description of this assessment process.

**Audit:** Grantees must submit an audit of expenditures within 120 days of the end of the grant period. Reasonable and necessary extensions to the timeframe may be granted if requested. Grantees may choose to submit either a program specific audit or a federal single audit. In addition, the BSCC reserves the right to require a financial audit any time between the execution of the Grant Agreement and 60 days after the end of the grant period.

## SUMMARY OF KEY DATES

May 29, 2015	Grant Applications due to the BSCC (one copy submitted by email and a second copy via U.S. mail)
July 1, 2015	Grant year begins
November 15, 2015	First quarterly progress report due covering July – Sept. 2015 First quarterly financial invoice due covering July – Sept. 2015
February 15, 2016	Second quarterly progress report due covering Oct. – Dec. 2015 Second quarterly financial invoice due covering Oct. – Dec. 2015
May 15, 2016	Third quarterly progress report due covering Jan. – Mar. 2016 Third quarterly financial invoice due covering Jan. – Mar. 2016
June 30, 2016	Grant year ends
August 15, 2016	Fourth quarterly progress report due covering Apr. – June 2016 Fourth quarterly financial invoice due covering Apr. – June 2016
October 31, 2016	Final audit report due (unless extension granted)

## CONTACT AND PROGRAM INFORMATION

Questions regarding this grant application process may be directed to:

Colleen Stoner, Field Representative  
Board of State and Community Corrections  
Corrections Planning and Program Division  
2590 Venture Oaks Way, Suite 200  
Sacramento, CA 95833

Phone Number: (916) 324-9385  
Fax Number: (916) 322-2461  
Email: [colleen.stoner@bscc.ca.gov](mailto:colleen.stoner@bscc.ca.gov)

For more information about the JABG Program, including fiscal and progress reporting forms and the Grant Contract Administration and Audit Guide, is also available on the BSCC's website at <http://www.bscc.ca.gov>



**I. APPLICANT'S AGREEMENT**

By submitting this application, the applicant assures that it will abide by the laws, policies and procedures governing this funding.

<b>NAME AND TITLE OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY TO SIGN)</b>				<b>TELEPHONE NUMBER</b>
Jeff Adachi, San Francisco Public Defender				415-553-9520
<b>STREET ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>FAX NUMBER</b>
555 7 <sup>th</sup> Street	San Francisco	CA	94103	415-566-1607
<b>MAILING ADDRESS (if different)</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>E-MAIL ADDRESS</b>
				jeff.adachi@sfgov.org
<b>APPLICANT'S SIGNATURE</b>				<b>DATE</b>
				May 19, 2015

## SECTION II: PROJECT INFORMATION

### A. PROJECT DESCRIPTION:

**Part I:** In the space below #5, provide the following project information:

1. Describe the project(s)/program(s) to be supported with JABG funds.
  2. Define project goals and major activities/services.
  3. Define the juvenile justice population(s) to be served by the project, including the estimated number of youth.
  4. Support the project need with local data/information.
  5. Describe staffing, including classification and number of staff required to achieve project goals.
- 
1. The Public Defender Placement Program will partially fund one full time and dedicated Deputy Public Defender to represent all Public Defender clients who have been committed to out of home placement or Log Cabin Ranch School County Camp. The placement attorney represents clients immediately upon a commitment order and continues her representation of the clients until they are terminated from juvenile court jurisdiction.
  2. The project goals and major activities/ services are:
    - a. The attorney advocates for youth in placement court to identify the most appropriate placement and to expedite them from detention to placement or the county camp.
    - b. The attorney conducts individualized assessments of the youth including consultation with the referring delinquency trial attorney, the youth and family members, and with the juvenile placement probation officers.
    - c. Frequent monitoring of placement ensures placement success and prevents crisis situations that can lead to AWOL or high risk behaviors of the clients. Monitoring of the youth includes contact with the youth, family members, case managers, and probation officers.
    - d. Placement detention delay is a primary goal of the program to move clients out of detention and into their programs which helps reduce RED in the detention facilities.
    - e. Strong collaboration is a major component of the placement program. The attorney is an active participant of the San Francisco Juvenile Collaborative Reentry Court. The team approach has proven to be a successful model in reducing placement delay, placement failures, AWOL's, placement graduations, successful termination, and qualification of many clients for AB12 extended foster care benefits for youth who are transitional aged and likely to be homeless.
    - f. Placement attorney is a major participant in providing information and developing reentry case planning for youth who are returning home. Family involvement is also a critical factor in developing strong case-planning which ensures a smooth transition for clients who will be returning home.
    - g. Placement attorney provides representation to girl clients in a specialized girl's court developed to address the gender specific needs of girls who are in reentry.
  3. The juvenile justice populations to be served by the project include all clients who have been committed to out of home placement or to the county camp, LCRS. The estimated number of youth to be served is 150 unduplicated youth.
  4. The placement clients to be served are the highest need and risk population of delinquent youth in the San Francisco juvenile justice system. The majority of the clients have well documented mental health needs and diagnosis and have extensive or serious delinquent histories. In the past quarter of January – March 2015, 98% of 148 clients were youth of color, 3 Asians, 90 African American, 42 Latino, 8 native Hawaiian/Pacific Islander, 1 other, and 4 White/Caucasian. This racial disparity of youth in the system who have been removed from their homes and communities is evident in these numbers. The placement attorney's role in serving the needs of the youth and families, advocating for the most appropriate placement, providing a voice for the youth and families in their placement and reentry planning has led to reduced program failure and AWOL's and recidivism. In the last quarter only 4 clients were charged with a new delinquent charge, 4 successfully completed probation, 17 were returned home on trial periods, and 7 were furloughed from the county camp.
  5. The staffing of the program consists on one full time trial attorney position, and one dedicated full time social worker position.

**Part II:** Further identify the target population for your program by completing the table below. Place an "X" next to at least one population segment (or "not applicable") in each of the six designated areas. Multiple boxes may be checked in any one area. Each "X" shall indicate the populations, if any, to which the program intends to offer targeted services. Targeted services include any services or approaches **specifically designed** to meet the needs of the population (e.g. gender specific, culturally based, developmentally appropriate services).

TARGET POPULATION	
<b>1. RACE</b>	<b>4. AGE</b>
<input type="checkbox"/> Not applicable	<input type="checkbox"/> Not applicable
<input type="checkbox"/> American Indian/Alaskan Native	<input type="checkbox"/> Under 11
X Asian	X 12-13
X Black/African American	X 14-15
X Hispanic or Latino (of any race)	X 16-17
X Native Hawaiian/Other Pacific Islander	X 18 and over*
X Other Race	
X White/Caucasian	
<b>2. JUSTICE</b>	<b>5. GEOGRAPHIC</b>
<input type="checkbox"/> At-Risk Population (no prior offense)	<input type="checkbox"/> Not applicable
X First Time Offenders	<input type="checkbox"/> Rural
X Repeat Offenders	<input type="checkbox"/> Suburban
X Sex Offenders	<input type="checkbox"/> Tribal
<input type="checkbox"/> Status Offenders	X Urban
X Violent Offenders	
<b>3. GENDER</b>	<b>6. OTHER POPULATIONS</b>
<input type="checkbox"/> Not applicable	<input type="checkbox"/> Not applicable
X Male	X Mental Health
X Female	X Pregnant
	X Substance Abuse
	X Truant/Dropout

\*Participants 18 years and over must be under the jurisdiction of the juvenile justice system.

**PROGRAM PURPOSE AREA(S):** All funded projects must fall within one or more federally recognized purpose areas established for JABG. **Attachment D** includes a detailed listing of the 18 program purpose areas from which each applicant must choose. Each separate purpose area identified in this section will require subsequent data reporting on quarterly progress reports to the BSCC. For this reason, applicants are encouraged to consolidate their programs into one program purpose area whenever possible. In addition to the Program Purpose areas, and as mentioned previously, the SACJJDP encourages JABG recipients to align the use of their direct allocation with the three priority areas that are identified in the SACJJDP's Strategic Plan. The three priority areas are: (1) Disproportionate Minority Contact, (2) Evidence-Based Practices, and (3) a strategy to support efforts to develop and strengthen services, programs, and policies that promote positive outcomes for youth, their families, and communities. More information about these priority areas is provided in the Overview of Grant Award section of this grant application.

In the space below, please indicate the selected program purpose area(s) by number and topic, and the federal dollar amount allotted to each. (Example: #8 Juvenile Drug Courts - \$47,189)

**#18 Indigent Defense- Direct allocation with increase \$78,235, 10% cash match Total Project cost: \$86,928**

**B. FEDERAL PERFORMANCE MEASURES:** All grantees must report data to the BSCC on mandatory **Core Measures** developed by the OJJDP (see table below). Additionally, grantees are to report on the performance indicators for each program purpose area identified in their grant application. Once a purpose area(s) has been chosen in Section II-A above, applicants are to click the corresponding PDF link(s) below to locate the performance measure grid that identifies the data to be collected and reported. Please note the grid identifies the mandatory measures to be collected in the "Output/Outcome Measures" column and the precise data to be reported in the "Reporting Format" column. Applicants must select **at least one** Output Measure **and** one Outcome Measure for each program purpose area identified. In the space below, please indicate the selected program purpose area(s) by number and topic, along **with at least one** Output Performance Measure **and one** Outcome Performance Measure that will be reported throughout the grant period. *(Example: #8 Juvenile Drug Courts – Output: Measure/Number of drug court slots – Outcome: Measure/Number and percent of eligible youth to enter the drug court)*

#18 Indigent Defense – Output (3): Amount of funds allocated to indigent defense programming – Outcome (15) Number and percent of cases for which indigent defense options are used as part of the court/probation process

Data to be collected will fall into either one or both of the following categories:

- Direct Service - Defined as an actual service with an individual or group which could take the form of mentoring, counseling, or educational activities. The efforts of these services are defined as prevention, intervention, or rehabilitative.
- System Improvement – Defined as efforts to make desired changes in overall practices, policies or procedures through activities such as hiring personnel, providing training or technical assistance, purchasing equipment/supplies or new information systems, or conducting research.

Grantees must determine which category best describes their project, as this will later determine the data to be collected in the quarterly progress reports.



## JABG PURPOSE AREAS

### **Core Measures**

Performance Measures Matrix

(PDF | [MS Word](#))

### **1 Graduated Sanctions**

Performance Measures Matrix

(PDF | [MS Word](#))

### **2 Facilities**

Performance Measures Matrix

(PDF | [MS Word](#))

### **3 Hiring Court Staff/Pretrial Services**

Performance Measures Matrix

(PDF | [MS Word](#))

### **4 Hiring Prosecutors**

Performance Measures Matrix

(PDF | [MS Word](#))

### **5 Funding for Prosecutors**

Performance Measures Matrix

(PDF | [MS Word](#))

### **6 Training Law Enforcement/Court Personnel**

Performance Measures Matrix

(PDF | [MS Word](#))

### **7 Gun Courts**

Performance Measures Matrix

(PDF | [MS Word](#))

### **8 Drug Courts**

Performance Measures Matrix

(PDF | [MS Word](#))

### **9 Juvenile Records**

Performance Measures Matrix

(PDF | [MS Word](#))

### **10 Information Sharing**

Performance Measures Matrix

(PDF | [MS Word](#))

### **11 Accountability-Based Programs**

Performance Measures Matrix

(PDF | [MS Word](#))

### **12 Risk/Needs Assessments**

Performance Measures Matrix

(PDF | [MS Word](#))

### **13 School Safety**

Performance Measures Matrix

(PDF | [MS Word](#))

### **14 Restorative Justice**

Performance Measures Matrix

(PDF | [MS Word](#))

### **15 Court/Probation Programming**

Performance Measures Matrix

(PDF | [MS Word](#))

### **16 Hiring Detention/Corrections staff**

Performance Measures Matrix

(PDF | [MS Word](#))

### **17 Reentry**

Performance Measures Matrix

(PDF | [MS Word](#))

### **18 Indigent Defense**

Performance Measures Matrix

(PDF | [MS Word](#))

## SECTION III: BUDGET INFORMATION

**A. WAIVER AND MATCH CALCULATION:** Completion of this segment of the budget section is only for those applicants receiving waivers of funding from other jurisdictions. Applicants not receiving waivers may skip to the next segment – part B of this budget section.

1.	Applicant unit of local government direct grant amount	(A)	\$	0
2.	Additional direct grants received from other eligible recipients (waivers):			
	Waiving jurisdiction:	Waiver Amount:		
	\$	0		
	\$	0		
	\$	0		
	Total amount from other recipients	(B)	\$	0
3.	Total amount of federal award (A + B)	(C)	\$	0
4.	Cash Match (C / .9 x .1) (round to nearest dollar)	(D)	\$	0
5.	Total Project Costs (C + D) (round to nearest dollar)	(E)	\$	0

NOTE: The above Waiver and Match table is an Excel document. Double click on the document; fill in the numbers for auto calculation, then save.

**B. BUDGET LINE ITEM TOTALS:** Please complete the applicable fields in the following table for the proposed budget.

- Administrative overhead may not exceed 5% of the total grant funds requested.
- With the exception of new and permanent construction projects requiring a 50% cash match, the required cash match for all other projects is 10% of the total project costs. See **Attachment A** for pre-calculated 10% match amounts based on federal formula (federal allocation divided by 0.9 X .10 for each line item).
- Other may include travel related costs.

Salaries and Benefits	\$78,235	\$8,693	\$	86,928.00
Services and Supplies			\$	-
Professional Services			\$	-
CBO Contracts			\$	-
Administrative Overhead			\$	-
Fixed Assets/Equipment			\$	-
Other			\$	-
<b>Total</b>	<b>\$ 78,235.00</b>	<b>\$ 8,693.00</b>	<b>\$</b>	<b>86,928.00</b>

NOTE: The budget table is an Excel document. Double click on the document; fill in the numbers for auto calculation, then save.

**C. BUDGET LINE ITEM DETAILS:** Provide sufficient detail/breakdown to explain how the requested funds outlined in the table above will be expended in each applicable line item. Detail total must equal detail of line item totals in above table. Identify match items, their respective dollar amounts, and source of the match funds.

1. **SALARIES AND BENEFITS:** Number of staff, classification, salary and benefits.  
 One staff member, Classification Trial Attorney 8177  
 Salary: \$183,144                                      Benefits: \$40,292  
 Match source of \$8,693 will be budgeted from the Public Defender general fund
2. **SERVICES AND SUPPLIES:** Includes leases, rent, utilities, travel and training.
3. **PROFESSIONAL SERVICES:** Includes evaluator, consultant services, therapists, and other professionals as required.
4. **COMMUNITY-BASED ORGANIZATIONS:** Name of organization and services to be provided.
5. **ADMINISTRATIVE OVERHEAD:** Indicate percentage and how calculated. This total may not exceed 5% of the grant funds.
6. **FIXED ASSETS/EQUIPMENT:** Office equipment, vehicles, and other equipment necessary to perform program activities.
7. **OTHER:** Any other items not covered above but necessary to meet program goals.

## SECTION IV: LOCAL ADVISORY BOARD

In meeting the federal requirement, indicate in the spaces below the membership of the locally designated advisory board charged with reviewing the plan for expending JABG funds.

**Date of meeting to approve grant application:** pending

<u>Name</u>	<u>Title</u>	<u>Agency</u>
Chief Allen Nance	Chief Juvenile Probation Officer/co-chair of Juvenile Justice Coordinating Council	Juvenile Probation Department
Karen Fletcher	Chief Probation Officer of Adult Division	Probation Department
Laura Moye	Deputy Director and Meeting Co-Chair	Dept. of Children, Youth and their Families
Jean Roland	Managing Attorney	District Attorney's Office
John Tsutakawa	Director	Human Services Agency
Jesus Martinez	Youth member	Juvenile Advisory Council
Todd Lloyd	Vice-Chair	Juvenile Justice Commission
Susan Jones	President	Juvenile Probation Commission
Denise Coleman	Director – Huckleberry Youth Programs	Juvenile Justice Providers Association
Catherine McCracken	Office of the Mayor-Violence Prevention	Office of the Mayor
Julia Sabory	Housing	Office of the Mayor

<b>Patricia Lee</b>	<b>Managing Attorney</b>	<b>Public Defender's Office</b>
<b>Rita Perez</b>	<b>Director</b>	<b>AIM Higher – Dept. Public Health</b>
<b>Bob Moser</b>	<b>Commander</b>	<b>Police Department</b>
<b>Lisa Lightman</b>	<b>Community Programs</b>	<b>Superior Court</b>
<b>Sophie Edelhart</b>	<b>youth commissioner</b>	<b>Youth Commission</b>

## SECTION V: BOARD OF SUPERVISORS' RESOLUTION

Applicants must submit a resolution from the City Council/Board of Supervisors addressing specified issues. **Please see Attachment F for a Sample Resolution.** The resolution need not be submitted at the same time as the grant application document; however, the original resolution or copy thereof must be provided to the BSCC before reimbursements can be sought. Resolutions may be directed by mail to the JABG Coordinator, Colleen Stoner at the Board of State and Community Corrections, 2590 Venture Oaks Way, Suite 200, Sacramento, CA 95833.

## SECTION VI: AUDIT IDENTIFICATION

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 (from all sources including pass-through sub-awards) 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 application, 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 BSCC 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 BSCC within the required timeframe of 120 days from the end of the 12-month grant period.

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**PLEASE SUBMIT TWO COPIES OF THE COMPLETED GRANT APPLICATION  
BY MAY 29, 2015**

**One copy by email to [colleen.stoner@bscc.ca.gov](mailto:colleen.stoner@bscc.ca.gov). The second copy (signed original) to be submitted via U.S. mail, private carrier, or hand-delivered to:**

**Board of State and Community Corrections  
Corrections Planning and Programs Division  
2590 Ventura Oaks Way, Suite 200  
Sacramento, CA 95833  
Attn: Colleen Stoner, Field Representative**

**\*\*Please note new address**

**ATTACHMENT A  
FFY 2015/16 DIRECT ALLOCATIONS FOR ELIGIBLE LOCALITIES**

**(THE 2015/16 DIRECT ALLOCATIONS ARE BASED ON CALIFORNIA'S 2013/14 FEDERAL ALLOCATION)**

<b>LOCALITY</b>	<b>DIRECT ALLOCATION</b>	<b>DIRECT ALLOCATION WITH INCREASE</b>	<b>10% CASH MATCH</b>	<b>TOTAL PROJECT COST</b>
Alameda, County of	\$38,492	\$83,681	\$9,298	\$92,979
Contra Costa, County of	\$22,347	\$48,582	\$5,398	\$53,980
Fresno, County of	\$19,674	\$42,771	\$4,752	\$47,523
Kern, County of	\$22,000	\$47,827	\$5,314	\$53,141
Los Angeles, City of	\$50,406	\$109,581	\$12,176	\$121,757
Los Angeles, County of	\$251,425	\$546,592	\$60,732	\$607,324
Monterey, County of	\$10,254	\$22,292	\$2,477	\$24,769
Oakland, City of	\$12,774	\$27,770	\$3,086	\$30,856
Orange, County of	\$61,461	\$133,615	\$14,846	\$148,461
Riverside, County of	\$41,197	\$89,561	\$9,951	\$99,512
Sacramento, County of	\$45,854	\$99,686	\$11,076	\$110,762
San Bernardino, County of	\$40,405	\$87,839	\$9,760	\$97,599
San Diego, City of	\$13,656	\$29,688	\$3,299	\$32,987
San Diego, County of	\$66,929	\$145,502	\$16,167	\$161,669
San Francisco, City/County of	\$35,987	\$78,235	\$8,693	\$86,928
San Joaquin, County of	\$16,808	\$36,540	\$4,060	\$40,600
San Mateo, County of	\$18,558	\$40,345	\$4,483	\$44,828
Santa Barbara, County of	\$12,701	\$27,612	\$3,068	\$30,680
Santa Clara, County of	\$49,715	\$108,079	\$12,009	\$120,088
Sonoma, County of	\$15,540	\$33,784	\$3,754	\$37,538
Stanislaus, County of	\$11,021	\$23,959	\$2,662	\$26,621
Tulare, County of	\$10,679	\$23,216	\$2,580	\$25,796
Ventura, County of	\$22,872	\$49,723	\$5,525	\$55,248
<b>TOTALS</b>	<b>\$890,755</b>	<b>\$1,936,480</b>	<b>\$215,166</b>	<b>\$2,151,646</b>

**ATTACHMENT B**  
**RESOURCES: EFFECTIVE EVIDENCE-BASED PROGRAMS,  
PRACTICES, AND STRATEGIES**

The following Web site resources are provided as they may be useful to applicants in the proposal development process. The BSCC does not consider this list exhaustive and it is offered only as a starting point for applicants to use in researching evidence-based programs, practices, and strategies.

Blueprints for Violence Prevention

<http://www.colorado.edu/cspv/blueprints/index.html>

California Institute of Behavioral Health Solutions

<http://www.cibhs.org/evidence-based-practices-0>

Coalition for Evidence-Based Policy

<http://evidencebasedprograms.org/>

CrimeSolutions.gov

<http://www.crimesolutions.gov/>

Justice Research and Statistic Association

<http://www.jrsa.org/>

National Institute of Corrections

<http://nicic.gov/Library/>

National Institute of Justice, New Tool for Law Enforcement Executives

<http://nij.gov/five-things/>

National Reentry Resource Center

<http://nationalreentryresourcecenter.org/>

Office of Juvenile Justice and Delinquency Prevention Model Program Guide

<http://www.ojjdp.gov/mpg/>

Promising Practices Network

<http://www.promisingpractices.net/>

Reducing Recidivism to Increase Public Safety: A Cooperative Effort by Courts and Probation

<http://www.courts.ca.gov/documents/EVIDENCE-BASED-PRACTICES-Summary-6-27-11.pdf>

Substance Abuse and Mental Health Services Administration

[www.samhsa.gov/ebpwebguide](http://www.samhsa.gov/ebpwebguide)

Substance Abuse and Mental Health Services Administration (SAMHSA) National Registry of Evidence-Based Programs and Practices

<http://www.nrepp.samhsa.gov>

University of Cincinnati, Effective Programs/Curricula Recommendations

[http://www.bscc.ca.gov/downloads/Univ\\_of\\_Cincinnati\\_Curricula\\_Recommendations\\_Oct\\_2011.pdf](http://www.bscc.ca.gov/downloads/Univ_of_Cincinnati_Curricula_Recommendations_Oct_2011.pdf)

Washington State Institute for Public Policy

<http://www.wsipp.wa.gov/>



**ATTACHMENT C**  
**STATE OF CALIFORNIA: CONTRACT AND GENERAL TERMS AND CONDITIONS**

**\*DRAFT CONTRACT: CHANGES IN PROGRESS\***

<NAME OF FUNDING AWARD>

This Grant Agreement is between the State of California,  
Board of State and Community Corrections, hereafter referred to as "BSCC"  
and  
County,

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**

<Insert a brief synopsis of the project summary based on the Request for Proposals/Request for Applications>

**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 required assurances as contained in Exhibit B, general terms and conditions as contained in Exhibit C, and all budget items and conditions as contained in the Application for Funding/Grant Proposal, attached hereto and made part of this Grant Agreement.
- B. Grantee agrees to comply with the financial and administration requirements set forth in the most current edition of the BSCC's *Grant Administration and Audit Guide: Federal and State Grants*.

**SECTION 3: PROJECT OFFICIALS**

- A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise 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's project officials shall be those identified as follows and as specified in Section 1. of the Application for Funding (i.e., Request for Proposals or Request for Applications):

*Authorized officer with legal authority to sign:*

NAME: <Enter information>  
TITLE: <Enter information>  
ADDRESS: <Enter information>  
TELEPHONE: <Enter information>

FAX: <Enter information>  
EMAIL: <Enter information>

*Designated financial officer authorized to receive warrants:*

NAME: <Enter information>  
TITLE: <Enter information>  
ADDRESS: <Enter information>  
TELEPHONE: <Enter information>  
FAX: <Enter information>  
EMAIL: <Enter information>

- C. Either party may change its project representatives upon written notice to the other party. Grant Project Contact Information Sheet is available on the BSCC's website at:  
[http://www.bscc.ca.gov/s\\_correctionsplanningandprograms.php](http://www.bscc.ca.gov/s_correctionsplanningandprograms.php).

#### **SECTION 4: QUARTERLY PROGRESS REPORTS**

- A. Grantee will submit quarterly progress reports in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

##### Progress Reporting Periods

##### Due (Not Later Than):

- |                                 |            |
|---------------------------------|------------|
| 1. <Quarter 1 reporting period> | <Due date> |
| 2. <Quarter 2 reporting period> | <Due date> |
| 3. <Quarter 3 reporting period> | <Due date> |
| 4. <Quarter 4 reporting period> | <Due date> |

- A. Grantee shall submit all other reports and data as required by the BSCC.

#### **SECTION 5: QUARTERLY FINANCIAL INVOICES**

- A. The Grantee shall be paid in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the reporting period.

##### Invoice Reporting Periods

##### Due (Not Later Than):

- |                                 |            |
|---------------------------------|------------|
| 1. <Quarter 1 reporting period> | <Due date> |
| 2. <Quarter 2 reporting period> | <Due date> |
| 3. <Quarter 3 reporting period> | <Due date> |
| 4. <Quarter 4 reporting period> | <Due date> |

- B. An invoice is due to the BSCC even when grant funds are not expended during the reporting period (zero dollar request for reimbursement).

#### **SECTION 6: GRANT AMOUNT AND LIMITATION**

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

## SECTION 7: AVAILABILITY OF FUNDS

This Grant Agreement is valid and enforceable only if sufficient funds are made available by the United States Congress and California Legislature. The outlined provisions, terms and funding may change at any time during the life of this Grant Agreement. Grantee agrees that the BSCC's obligation to pay any sum to the Grantee under any provision of this agreement is contingent upon the availability of sufficient funds.

## SECTION 8: BUDGET

<i>LINE ITEM</i>	<i>GRANT FUNDS</i>
<b>1. Salaries and Benefits</b>	<b>\$0</b>
<b>2. Services and Supplies</b>	<b>\$0</b>
<b>3. Professional Services (Sub-Contractors/Consultants)</b>	<b>\$0</b>
<b>4. Community-Based Organization (CBO) Contracts</b>	<b>\$0</b>
<b>5. Indirect Costs</b>	<b>\$0</b>
<b>6. Fixed Assets/Equipment</b>	<b>\$0</b>
<b>7. Other (Including Training, Travel, etc.)</b>	<b>\$0</b>
<b>TOTAL</b>	<b>\$0</b>

## SECTION 9: SCOPE OF WORK

Grantee agrees to implement and complete the project in accordance with the approved Application for Funding.

## SECTION 10: CONFLICTS BETWEEN DOCUMENT TERMS

In the event of any inconsistency in the Grant Agreement, except as otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- 1) Grant Agreement Sections 1 through 10
- 2) Exhibit A, Standard Conditions

## **CONTRACT EXHIBIT A STANDARD CONDITIONS**

### **ARTICLE 1: ASSIGNMENT**

This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the BSCC and the State of California 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**

- A. The BSCC's *Grant Administration and Audit Guide: Federal and State 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 responsible for the project activities identified in the original Application for Funding/Grant Proposal submitted to BSCC. Review and approval by the BSCC is solely for the purpose of proper administration of grant funds, 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. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.
- B. **Fulfillment of Assurances and Declarations**

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in the Application for Funding/Grant Proposal, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.
- C. **Use of Grant Funds**
  - 1) Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs. The BSCC's *Grant Administration and Audit Guide, Federal and State Grants* outlines eligible and ineligible project costs. Grantee shall, upon demand, remit to the BSCC any grant funds 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.
  - 2) Grant funds must be used to supplement existing funds for program activities and may not replace (supplant) non-State/grant funds that have been appropriated for the same purpose. Potential supplanting will be the subject of grant monitoring. Violations can result in a range of penalties (e.g. recoupment of monies provided under this grant, suspension of future program funding through BSCC grants, and civil/criminal penalties).

#### 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 consultants for services needed to implement and/or support program activities. Grantee agrees that in the event of any 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, including those related to records in Article 8.

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 (3) years after the acceptance of the final grant project audit under the Grant Agreement, and shall be subject to examination and/or audit by the BSCC 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 BSCC or designee, the Department of General Services, the Department of Finance, the Bureau of State Audits, and their designated representatives during the course of the project and for a minimum of three (3) 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.

##### 3) Non-discrimination Clause

During the performance of this Agreement, Contractor and its subcontractors shall comply with all Federal and State statutes relating to non-discrimination, including but not limited to prohibitions against discrimination on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age or marital status.

### **ARTICLE 6: GRANTEE'S GENERAL RESPONSIBILITY**

Grantee is responsible for the project activities identified in the original Application for Funding/Grant Proposal submitted to BSCC. Review and approval by the BSCC is solely for the purpose of proper administration of grant funds, and shall not be deemed to relieve or restrict the Grantee's responsibility.

### **ARTICLE 7: PROJECT ACCESS**

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period.

## **ARTICLE 8: RECORDS**

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect 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 documentation includes 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 (contractors).
- D. The grantee shall maintain documentation of 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 (3) 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 BSCC 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 9: ACCOUNTING AND AUDIT REQUIREMENTS**

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.
- B. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and 60 days following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement, or take other remedies legally available.

## **ARTICLE 10: CHANGES**

- A. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.
- B. No change or modification in the project will be permitted without prior written approval from the BSCC. 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 components contained in the Application for Funding. Changes shall not be implemented by the project until authorized by the BSCC.

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

#### **ARTICLE 11: DISBURSEMENT**

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

#### **ARTICLE 12: WITHHOLDING OF GRANT DISBURSEMENTS**

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event that the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC shall withhold that amount as security, to be released to the Grantee upon compliance 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 BSCC 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 BSCC may either withhold an equal amount from future 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 BSCC'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 13: TERMINATION**

- A. This Grant Agreement may be terminated at any time by the BSCC, 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 BSCC, 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 BSCC;
  - 2) Refusal or inability to complete the grant project in a manner consistent with the Application for Funding/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, and recording, accounting, auditing, and reporting requirements.
- C. Prior to terminating the Grant Agreement under this provision, the BSCC 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 14.

#### **ARTICLE 14: DISPUTES**

- A. Grantee shall continue with the responsibilities under this Agreement during any dispute.
- B. The Grantee may appeal a BSCC staff decision on the basis of alleged misapplication, capricious interpretation of the regulations, policies and procedures, or substantial differences of opinion concerning the proper application of regulations, policies or procedures.
- C. If the Grantee is dissatisfied with an action of BSCC staff, the Grantee may appeal to the Deputy Director of the Corrections Planning and Programs Division of the BSCC. 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 shall:
  - State the basis for the dissatisfaction;
  - State the action being requested of the Deputy Director; and,
  - Include any correspondence/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 BSCC 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 shall:
  - State the basis for the dissatisfaction;
  - State the action being requested of the Executive Director; and
  - Include any correspondence/documentation 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 15: 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.

**CONTRACT EXHIBIT B  
GENERAL TERMS AND CONDITIONS**

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

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

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

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

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

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

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

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

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

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code. 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

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

- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
  - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
  - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. [Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.]

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

**ATTACHMENT D**  
**JABG PROGRAM PURPOSE AREAS**

1. **Graduated sanctions:** Developing, implementing, and administering graduated sanctions for juvenile offenders.
2. **Corrections/detention facilities:** Building, expanding, renovating, or operating temporary or permanent juvenile corrections, detention or community corrections facilities.
3. **Court staffing and pretrial services:** Hiring juvenile court judges, probation officers, and special advocates, and funding pretrial services (including mental health screening/assessment) for juvenile offenders to promote the effective and expeditious administration of the juvenile justice system.
4. **Prosecutors (staffing):** Hiring additional prosecutors so that more cases involving violent juvenile offenders can be prosecuted and case backlogs reduced.
5. **Prosecutors (funding):** Providing funding to enable prosecutors to address drug, gang, and youth violence problems more effectively and for technology, equipment, and training to help prosecutors identify and expedite the prosecution of violent juvenile offenders.
6. **Training for law enforcement and court personnel:** Establishing and maintaining training programs for law enforcement and other court personnel with respect to preventing and controlling juvenile crime.
7. **Juvenile gun courts:** Establishing juvenile gun courts for the prosecution and adjudication of juvenile firearms offenders.
8. **Juvenile drug courts:** Establishing drug court programs for juvenile offenders that provide continuing judicial supervision over juvenile offenders with substance abuse problems and to integrate administration of other sanctions and services for such offenders.
9. **Juvenile records system:** Establishing and maintaining a system of juvenile records designed to promote public safety.
10. **Information sharing:** Establishing and maintaining interagency information-sharing programs that enable the juvenile and criminal justice systems, schools, and social services agencies to make more informed decisions regarding the early identification, control, supervision, and treatment of juveniles who repeatedly commit serious delinquent or criminal acts.
11. **Accountability:** Establishing and maintaining accountability-based programs designed to reduce recidivism among juveniles who are referred by law enforcement personnel or agencies.
12. **Risk and needs assessment:** Establishing and maintaining programs to conduct risk and needs assessments that facilitate effective early intervention and the provision of comprehensive services, including mental health screening and treatment and substance abuse testing and treatment, to juvenile offenders.
13. **School safety:** Establishing and maintaining accountability-based programs that are designed to enhance school safety, which programs may include research-based bullying, cyber bullying, and gang prevention programs.
14. **Restorative justice:** Establishing and maintaining restorative justice programs.
15. **Juvenile courts and probation:** Establishing and maintaining programs to enable juvenile courts and juvenile probation officers to be more effective and efficient in holding juvenile offenders accountable and reducing recidivism.
16. **Detention/corrections personnel:** Hiring detention and corrections personnel, and establishing and maintaining training programs for such personnel, to improve facility practices and programming, including activities to address the requirements of the Prison Rape Elimination Act (PREA)
17. **Reentry systems and programs:** Establishing, improving and coordinating pre-release and post-release systems and programs to facilitate the successful reentry of juvenile offenders from state and local custody in the community.
18. **Hiring court-appointed defenders:** Provide training, coordination, and innovative strategies for indigent defense services.

**ATTACHMENT E**  
**EXAMPLES OF ELIGIBLE AND INELIGIBLE PROJECT COSTS**

**Eligible Project Costs**

The following project-related costs are eligible for reimbursement if paid for with grant funds. These costs may also be claimed as match. Grantees must maintain adequate supporting documentation for all costs, both grant and match, claimed on invoices.

1. Salaries and benefits for project staff;
2. Services and supplies directly associated with the project;
3. Travel necessary for the success of the project;
  - In-state travel costs incurred by city/county employees will be reimbursed in accordance with city/county travel policy. In-state travel costs incurred by staff of community-based organizations or other subcontractors will be reimbursed in accordance with the State of California's travel policy.
  - Out-of-state travel is restricted and only allowed in exceptional situations. Grantees must obtain prior approval from the BSCC for any out-of-state travel by submitting an out-of-state travel justification, detailing travel agenda and scope. The justification must be complete and show the benefits to the project in terms of the relationship to the projects goals, objectives, and activities.
4. Professional or consultant services, including services provided by community-based organizations and auditing agencies, associated with the project. Any services provided must meet all state and local licensing requirements;
5. Fixed assets necessary for the project. Note: The expenditure of grant funds for fixed assets exceeding \$2,000 per item requires prior approval from the BSCC. The project manager must submit a written declaration that the equipment to be purchased is: 1) to be used for services directly associated with the project, 2) essential to the success of the project, and 3) less expensive than leasing or renting the equipment for the grant period (based on a thorough investigation of lease and rental options);
6. Lease payments for office space and/or equipment needed for the project;
7. Miscellaneous costs for stipends, transportation, books and supplies, special equipment, job related/training materials, and apprenticeship costs for program participants;
8. Purchase or lease of a vehicle necessary for the project. Note: The expenditure of grant funds to purchase or lease a vehicle requires prior approval from the BSCC. The project manager must submit a request describing the need for the vehicle, the anticipated impact on the project if the request is not approved, and the agency that will operate the vehicle, provide insurance, and assume liability; and
9. Indirect costs necessary to the operation of the organization and performance of the project. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of indirect costs. The percentage of federal funds that can be expended on indirect costs varies by program and is stipulated in the grant agreement.

**Ineligible Project Costs**

Ineligible project costs include but are not limited to:

1. Site acquisition and/or construction costs;
2. Fixed assets over \$2,000 per item, unless the BSCC approves a written declaration from the Project Manager as described under Eligible Project Costs;
3. Supplanting existing programs, projects, resources, or personnel;

4. Personal injury compensation or damages arising out of or connected with the project, whether determined by adjudication, arbitration, negotiation, or otherwise;
5. Fines and penalties due to violation of or failure to comply with federal, state, or local laws and ordinances;
6. Costs outside the scope of the approved project or activities not directly related to the approved project;
7. Interest on bonds or any other form of indebtedness required to finance project costs;
8. All costs incurred in violation of the terms, provisions, conditions, or commitments of the grant agreement;
9. All costs arising out of or attributable to grantee's malfeasance, misfeasance, mismanagement or negligence;
10. All costs arising out of or connected with subcontract claims against the grantee, or those persons for whom the grantee may be vicariously liable, including, but not limited to, any and all costs related to defense or settlement of such claims;
11. Guns, ammunition, and body armor;
12. Use of grant funds to "buy-out" unused sick leave, vacation/administrative leave time not accrued during the grant period. Grant funds may only be used to "buy-out" any period of time an employee was assigned to the program and paid with grant fund;
13. Use of grant funds for out-of-state travel, unless approved by BSCC on a case-by-case basis;
14. Bonuses or commissions;
15. Purchase of military-type of equipment;
16. Lobbying activities;
17. Fund raising activities; and
18. Costs incurred outside the grant period.

**Note:** Additional information on Eligible and Ineligible Costs is available in the Federal Financial Guide at <http://www.ojp.usdoj.gov/financialguide/index.htm>.



**ATTACHMENT F**  
**SAMPLE RESOLUTION OF THE GOVERNING BOARD**

Each grantee must submit a resolution from their Governing Board that includes, at a minimum, the assurances outlined in the sample below. Applicants are encouraged to submit the Resolution with their proposal. Awardees must have a resolution on file before a fully executed grant agreement can be completed.

WHEREAS the *(insert name of applicant, county department)* desires to participate in the Juvenile Accountability Block Grant Program, funded through the State Recidivism Reduction Fund and administered by the Board of State and Community Corrections (hereafter referred to as BSCC).

NOW, THEREFORE, BE IT RESOLVED that the *(insert title of designated official)* is authorized on behalf of this Governing Board to submit the grant proposal for this funding and sign the Grant Agreement with the BSCC, including any amendments thereof.

BE IT FURTHER RESOLVED that state grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

BE IT FURTHER RESOLVED that *(insert county department)* agrees to provide all matching funds required for said project and abide by the statutes and regulations governing the State Grants Program (including General Terms and Condition 610) as well as the terms and conditions of the Grant Agreement as set forth by the BSCC.

Passed, approved, and adopted by the Governing Board of *(name of board)* in a meeting thereof held on *(insert date)* by the following:

Ayes:

Notes:

Absent:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

ATTEST: Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

**ATTACHMENT G  
WAIVER OF DIRECT GRANT AWARD**

The following template/information must be provided on any waiver document submitted with a grant application. Original waiver documents must be submitted by mail to the Board of State and Community Corrections (2590 Ventura Oaks Way, Sacramento, CA 95833).

I, (name/title), the legally authorized administrative officer (city manager or county administrator) representing the (name of waiving unit of local government) authorize the Board of State and Community Corrections to transfer award funds allocated under the Juvenile Accountability Block Grants 2013 in the amount of \$(grant amount) to (name of receiving unit of local government).

\_\_\_\_\_  
Authorized Official's Signature

\_\_\_\_\_  
Authorized Official's Typed Name

\_\_\_\_\_  
Authorized Official's Typed Title

\_\_\_\_\_  
Date Executed

Waiving unit of local government's official seal or notary stamp is required below

**ATTACHMENT H**  
**BSCC MONITORING / SITE VISIT REPORT TEMPLATE**

**ADMINISTRATIVE REVIEW**

**Section 1- General**

1. Does the project have a copy of the fully executed Standard Agreement in the official file?
2. Does the project have a copy of the Grant Administration and Audit Guide in the official file?
3. Does the agency have an organizational chart for each department involved with the program?
4. Does the project maintain duty statements for staff paid with grant funds?  
\*Duty statements must be specific to the activities performed in relationship to the grant.
5. Does the project maintain time sheets on all staff charged to the grant?
6. Does the project maintain functional timesheets or conduct time studies for split-funded positions?  
\*Estimates and/or percentages are not acceptable.
7. Can salaries and benefits be easily tied back to reimbursement invoices?
8. Does the project verify that salaries and benefits are not also claimed or reimbursed under another separate agreement or funding stream?
9. Are all authorized positions filled and performing grant-related duties?
10. Are there any anticipated changes to staff or the project? If yes, explain:
11. Does this grant provide for contracted services?
12. Are copies of the subcontract awards contained within the official project file?
13. Do subcontracts contain the required language (i.e., access to program and fiscal records, access to facility, access to program participants, Non-Discrimination clause, Civil Rights compliance)? If no, what is missing/incomplete?
14. What type of documentation detail does the agency keep for contractor service delivery billing (e.g., client sign-in logs, time/duration of services)?
15. Are copies of project budget modifications contained in the official file?
16. Were there any substantial modifications made that were not approved by the BSCC?
17. Did the project provide a Fidelity Bond, if applicable?
18. Does the grantee have a sustainability plan to continue service delivery after grant funds expire? If yes, what sources for continuation funds are already secured, leveraged or possible?

**Section 2 – Civil Rights Compliance (as applicable to state funded programs)**

19. Does the grantee have an Equal Employment Opportunity Plan (EEOP) on file for review? If yes, on what date did the grantee prepare the EEOP?
20. Has the grantee submitted an EEOP Short Form to the Office for Civil Rights (OCR), U.D. Department of Justice (DOJ), if applicable?

21. How does the grantee notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g., posters, inclusion in program brochures, program materials, etc.)?
22. How does the grantee notify employees that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g., posters, dissemination of relevant orders or policies, recruitment materials, etc.)?
23. Are there written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the grantee with the BSCC or the OCR?
24. If the grantee has 50 or more employees and receives DOJ funding of \$25,000 or more, has the grantee:
  - a. Adopted grievance procedures that incorporate due process standards and provide for prompt and equitable resolution of complaints alleging a violation of DOJ regulations prohibits discrimination on the basis of a disability in employment practices and the delivery of services?
  - b. Designated a person to coordinate compliance with prohibitions against disability discrimination?
  - c. Notified participants, beneficiaries, employees, applicants, and others that the grantee does not discriminate on the basis of disability?
25. If the grantee operates an education program or activity, have they taken the following actions?
  - a. Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations which prohibits discrimination on the basis of sex?
  - b. Designated a person to coordinate compliance with the prohibitions against sex discrimination?
  - c. Notified applicants for admission and employment, employees, students, parents, and others that the grantee does not discriminate on the basis of sex in its educational programs or activities?
26. Has the grantee complied with the requirement to submit to the OCR any findings of discrimination against the grantee issued by a federal or state court, or federal or state administering agency, on the grounds of race, color, religion, national origin, or sex?
27. What steps have been taken to provide meaningful access to its programs and activities to person who have limited English proficiency (LEP)? Include whether the grantee has developed a written policy on providing language access services to LEP persons.
28. Are training conducted for its employees on the requirements under federal civil rights laws?
29. If the grantee conducts religious activities as part of its program or services, do they:
  - a. Provide services to everyone regardless of religion or religious belief?
  - b. Ensure it does not use federal funds to conduct inherently religious activities (such as prayer, religious instruction, or attempt to convert participants to another religion) and that such activities are kept separate in time or place from federally-funded activities?
  - c. Ensure participation in religious activities is voluntary for beneficiaries of federally-funded programs?

## FISCAL REVIEW

1. Does the agency maintain an official budget file for the project?
2. Are there written fiscal policies and procedures?
3. Do the procedures provide for internal control processes for:
  - a. Agreement receipts and deposits?
  - b. Agreement disbursements?
  - c. Invoicing including how amounts are computed for BSCC invoices?
4. Are financial invoices current?
5. Are copies of the invoices for reimbursement within the official file?
6. Do fiscal accounting records reviewed contain adequate supporting documentation for all claims on invoices?
7. Does the source documentation reviewed appear to support amounts invoiced?
8. Does the program/agency maintain supporting documentation or calculation overview for the administrative overhead line item?
9. Do expenditures appear to meet contract eligibility, as defined in the BSCC Contract Administration and Audit Guide?
10. Are BSCC contract funds deposited into separate fund accounts or coded to distinguish grant funds from other fund sources?
11. Does the agency maintain a tracking system for the receipts and disbursements related to the grant program?
  - a. Are the tracking reports reviewed by management and/or program staff?
  - b. How are discrepancies, if any, investigated and resolved?
12. Can the project/agency provide general ledgers documenting the entries for receipts and disbursements?
13. Did the project purchase or lease equipment/fixed assets with contract funds during the monitoring period?
  - a. If the equipment/fixed assets purchased were more than \$2,000 per item, is there an approval of purchase by the BSCC?
  - b. Was the equipment in the budget or in a Budget Modification?
  - c. Is there an inventory list of equipment/fixed assets purchased with grant funds?
  - d. Does the project maintain proof of receipt of goods?
14. Does the project verify that expenditures submitted for grant reimbursement are not also claimed/reimbursed under another separate agreement or funding stream?
15. Does the project comply with the match requirement?
  - a. If the project is currently under-matched, is there a plan to meet the contractually obligated match amount?
16. Does the project generate income from grant funds?
  - a. If yes, has the project submitted a Project Income Reporting form?
  - b. If project income is generated, will any be reverted to the BSCC?
17. Does the project conduct desk audits of subcontract agencies?

18. Does the project require subcontract agencies to submit source documentation with their billing invoice?
19. What type of audit will the project submit?
20. Does the agency have audit reports covering the agency's internal control structure within the last two years?

### **PROGRAM REVIEW**

1. Does the project maintain source documentation (e.g. case records, files, sign-up sheets, etc.) for the clients served?
2. Do the project records reviewed provide sufficient detail to support information reported in Progress Reports?
3. Are Progress Reports current?
4. Has the project experienced operational or service delivery problems?

### **PROGRAM DATA AND OUTCOMES**

1. What is the plan for collecting and evaluating data to measure performance and outcomes of project activity?
2. Who is the contact person responsible for collecting and evaluating the data?
3. Are there any preliminary findings or evidence of project impact?

**ATTACHMENT I**  
**ASSESSMENT OF EFFECTIVE CORRECTIONAL PRACTICES**

Recent legislative changes have required the BSCC to assume new roles and responsibilities in providing leadership to local agencies and service providers, identifying information and data regarding evidence-based practices (EBP), and providing technical assistance concerning the implementation of effective correctional practices known to reduce recidivism. To support these efforts, the BSCC sought the assistance of Dr. Edward Latessa from the University of Cincinnati, a nationally recognized EBP expert, to train and certify BSCC staff in the use of an assessment tool called the Evidence-based Correctional Program Checklist (CPC).

The CPC is a tool developed by the University of Cincinnati for assessing correctional intervention programs. It is used to ascertain how closely correctional projects meet the known principles of effective intervention correlated to a reduction in recidivism. The CPC is applicable to a wide range of programs (adult, juvenile, community, institutional, etc.). All of the indicators included in the CPC are correlated with reductions in recidivism and the assessment process helps agencies understand the relationship between program integrity and recidivism reduction. The results of the assessment are obtained relatively quickly; usually the assessment takes a day or two onsite with each project and a follow-up report is generated within a few weeks. The report identifies both the strengths and weaknesses of a program, and provides specific recommendations designed to increase effectiveness.

JABG grantees may be eligible to receive a CPC assessment by certified BSCC staff as time and resources allow. Once an assessment has been completed and scored, evaluators will produce a report for your project that provides feedback on what is working well and areas of needed improvement. The report will also detail specific recommendations which can act as a blueprint for future growth, improving program integrity, and increasing effectiveness. It is not the intention of the BSCC to use the information contained in the CPC report to hold projects accountable to a standard outside of your grant agreement, nor will the results of the CPC have any impact on grant funding. The goal of the process is to provide feedback and recommendations for project staff to consider when attempting to align their correctional practices with recidivism reduction. Follow-up training and technical assistance sessions will be provided to projects; focus will be on the report recommendations, identifying effective correctional practices, prioritizing need areas and developing action plans with each agency to systematically address such needs.

The CPC is divided into two basic areas: content and capacity; these two areas cover a total of five domains. The capacity area is designed to measure the capability of the program to deliver evidence-based interventions and services to offenders. There are three domains within the capacity area including: Leadership and Development; Staff; and Quality Assurance. The content area focuses on how well the program meets the principles of risk, need, responsivity, and treatment, and covers the two domains of Offender Assessment and Treatment. Listed below are some of the indicators within each domain associated with the CPC.

**PROGRAM LEADERSHIP AND DEVELOPMENT DOMAIN**

This section examines such issues as: the project director's education level and experience; involvement in hiring, supervision, and training; provision of direct services; use of research and pilot programming; and funding.

### STAFF CHARACTERISTICS DOMAIN

This section examines such issues as: qualifications of staff who work in offender treatment programs; clinical supervision provided to staff running groups/classes or providing interventions; educational level or certification of the supervisor; staff meetings; and new and ongoing staff training.

### OFFENDER ASSESSMENT DOMAIN

This section examines such issues as: inclusion and exclusion criteria for program participants, use of risk, need, and responsivity assessments, and the risk level of the offenders served by the program.

### TREATMENT CHARACTERISTICS

This section examines such issues as: needs or behaviors targeted; treatment modalities used; length of program; use of manuals; hours of structured therapeutic tasks; services to low-risk offenders; intensity of treatment; assignment of offenders to staff and services; use of rewards and punishers; progression criteria; structured skill building; program completion; services to family members; discharge planning, and aftercare.

### QUALITY ASSURANCE

This section examines such issues as: quality assurance mechanisms; measurement of offender progress; recidivism rates; formal outcome evaluations; and ongoing research and evaluation of program.

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The BSCC believes the CPC assessment process, as well as the follow-up report, recommendations, and technical assistance will be helpful to grantees in advancing their local efforts to implement effective correctional practices aimed at reducing recidivism. Additionally, a re-assessment in the third year will provide valuable feedback to grantees on gains made over time and support each project's long-range plan to develop a justice investment strategy that is consistent with the statewide goal of improved public safety through cost-effective, promising and evidence-based practices for managing criminal justice populations.



Print Form

# Introduction Form

By a Member of the Board of Supervisors or the Mayor

Time stamp  
or meeting date

I hereby submit the following item for introduction (select only one):

- 1. For reference to Committee.  
An ordinance, resolution, motion, or charter amendment.
- 2. Request for next printed agenda without reference to Committee.
- 3. Request for hearing on a subject matter at Committee.
- 4. Request for letter beginning "Supervisor [ ] inquires"
- 5. City Attorney request.
- 6. Call File No. [ ] from Committee.
- 7. Budget Analyst request (attach written motion).
- 8. Substitute Legislation File No. [ ]
- 9. Request for Closed Session (attach written motion).
- 10. Board to Sit as A Committee of the Whole.
- 11. Question(s) submitted for Mayoral Appearance before the BOS on [ ]

Please check the appropriate boxes. The proposed legislation should be forwarded to the following:

- Small Business Commission     Youth Commission     Ethics Commission
- Planning Commission     Building Inspection Commission

**Note: For the Imperative Agenda (a resolution not on the printed agenda), use a Imperative**

**Sponsor(s):**

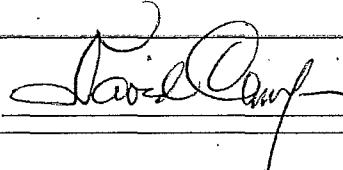
Campos

**Subject:**

Accept and Expend Grant- Juvenile Justice Accountability Block Grant- \$78,235

**The text is listed below or attached:**

Please see attached

Signature of Sponsoring Supervisor: 

For Clerk's Use Only:

