

File No. 140513

Committee Item No. 4

Board Item No. 18

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Sub-Committee

Date June 11, 2014

Board of Supervisors Meeting

Date June 17, 2014

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 |
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| <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: Linda Wong Date June 6, 2014

Completed by: L.W. Date June 11, 2014

1 [Accept and Expend Grant - Legal Educational Advocacy Program - \$230,121]

2
3 **Resolution retroactively authorizing the Public Defender's Office to accept and expend**
4 **a grant in the amount of \$230,121 from the Board of State and Community Corrections**
5 **for the purposes of implementing a Legal Educational Advocacy Program for the**
6 **period of January 1, 2014, through December 31, 2014.**

7
8 WHEREAS, The San Francisco Public Defender's Office desires to receive and utilize
9 grant funds available through the Legal Educational Advocacy Program (LEAP) administered
10 by the Board of State and Community Corrections (hereafter referred to as BSCC); and

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

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

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

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

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

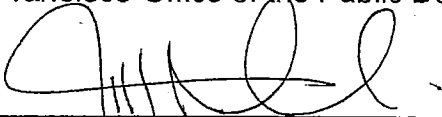
24 FURTHER RESOLVED, That grant funds received hereunder shall not be used to
25 supplant expenditures controlled by this body.

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RECOMMENDED:

APPROVED:

San Francisco Office of the Public Defender

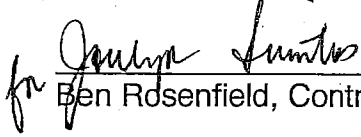


Jeff Adachi, Public Defender



for Mayor Edwin Lee
City and County of San Francisco

APPROVED:



for Ben Rosenfield, Controller

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Patricia Lee, Office of the Public Defender
DATE: March 13, 2014
SUBJECT: Accept and Expend Resolution for Subject Grant

GRANT TITLE: Federal Title II Formula Block Grant

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

- X Proposed grant resolution; original signed by Department, Mayor, Controller
- X Grant information form, including disability checklist
- X Grant budget – Budget is included within the grant application
- X Grant application
- X Grant agreement
- ___ Other (Explain):

Special Timeline Requirements: Corrections Standards Authority requests resolution asap. Supervisor Campos will introduce the ordinance at the Board Meeting.

Departmental representative to receive a copy of the adopted ordinance:

Name: Patricia Lee Phone: 415-753-7610

Interoffice Mail Address: patricia.lee@sfgov.org

Certified copy required Yes

No

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

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

Grant Information Form
(Effective March 2005)

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

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

1. Grant Title: 2014 Federal Title II Formula Block Grant
2. Department: San Francisco Public Defender's Office
3. Contact Person: Patricia Lee Telephone: 415-753-7610
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$ 230,121
- 6a. Matching Funds Required: \$ 46,024
- b. Source(s) of matching funds (if applicable): 1GAGFAAA (general fund)
- 7a. 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 San Francisco Office of the Public Defender continues to expand and improve holistic representation of its Juvenile Unit through the implementation of a Legal Educational Advocacy Program (LEAP). The Public Defender represents the educational needs of clients on the delinquency caseload and at the Principal Center Collaborative Court School (PCC), San Francisco's court ordered probation school, in order to address the long standing histories of truancy, absenteeism, and failing school placements which are pervasive among court-involved youth. The education team meets with our clients to create the linkages and supports necessary for a permanent exit from the juvenile justice system. By providing legal advocacy for client's educational needs and building a team of professionals and partnerships with juvenile justice stakeholders dedicated to planning for clients' educational success, LEAP continues to reduce juvenile offending, reduce racial disparities and bring about needed systems reform in the juvenile justice system.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:
Start-Date: January 1, 2014 End-Date: December 31, 2014
- 10a. Amount budgeted for contractual services: 73,000
- b. Will contractual services be put out to bid? No, previous vendors will provide continuous services.
- c. If so, will contract services help to further the goals of the department's MBE/WBE requirements?

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

11a. Does the budget include indirect costs? Yes 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 no 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:

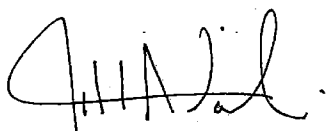
Arlene Laxamana
(Name)

Date Reviewed: March 13, 2014

Department Approval:

Jeff Adachi
(Name)

Public Defender
(Title)



(Signature)

**BOARD OF STATE AND
COMMUNITY CORRECTIONS**

600 Bercut Drive, Sacramento, CA 95811

916.445.5073 PHONE

916.327.3317 FAX

b SCC.ca.gov

TITLE II – FEDERAL FORMULA GRANT

2014

YEAR-3 REAPPLICATION PACKET

Released: November 26, 2013

Applications due by 5:00 p.m., December 20, 2013

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

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BACKGROUND INFORMATION

The Juvenile Justice and Delinquency Prevention (JJDP) Act of 2002 reauthorized the Office of Juvenile Justice and Delinquency Prevention (OJJDP) to administer the Formula Grants Program, which supports state and local delinquency prevention/intervention efforts and juvenile justice system improvements. Congress appropriates funds and OJJDP awards them to states on the basis of their proportionate population under age 18. Projects administered under this funding stream support State and local efforts in planning, operating, and evaluating projects that seek to prevent at-risk youth from entering the juvenile justice system or intervene with first-time and non-serious offenders, and to provide direct services that maximize their chances of leading productive, successful lives.

As the designated State agency that administers the federal juvenile justice grants programs, the Board of State and Community Corrections (BSCC) pursuant to the JJDP Act, is required to establish a State Advisory Group. In California, this group is known as the State Advisory Committee on Juvenile Justice and Delinquency Prevention (SACJJDP) and has responsibilities that include: 1) participating in the development and review of the State's three-year juvenile justice plan; 2) reviewing grant applications; 3) providing recommendations regarding the State's compliance with the core protections of the JJDP Act; and 4) reviewing the progress of projects funded under the State plan.

For States to receive a Formula Grant award, they must comply with four core requirements of the JJDP Act:

- Deinstitutionalization of status offenders (DSO);
- Separation of juveniles from adults in institutions (separation);
- Removal of juveniles from adult jails and lockups (jail removal); and
- Reducing Racial and Ethnic Disparity (RED)

Regarding RED, states must demonstrate a good faith effort to address RED, which refers to the overrepresentation of youth of color who come into contact with the juvenile justice system (at all points, from arrest through confinement) relative to their numbers in the general population. For more information on the legislative history of RED, tools for examining RED, and research studies/resources related to RED, prospective grantees are encouraged to visit OJJDP's RED web site at: <http://ojjdp.ncjrs.org/RED/>.

In carrying out its responsibilities, California's SACJJDP serves as an Executive Steering Committee (ESC) of the BSCC. The SACJJDP, as an ESC, is a model for making better decisions pertaining to activities, projects and programs that will be implemented through the use of SACJJDP subject matter experts. Specific responsibilities often include the development of the technical requirements, rating criteria and evaluation method for the proposal process. The BSCC makes final funding decisions based on the recommendations of the SACJJDP. Due to the complexity of assigned tasks, the SACJJDP has established smaller ESC workgroups to ensure the appropriate expertise and allocation of resources are committed. The Title II Systems Reform Grant ESC was established solely for the purpose of developing this funding opportunity and tasked with making the most informed decisions possible.

PROJECT DESCRIPTION

Through the development of the SACJJDP's Strategic Plan and the most recent Title II Formula Grant Comprehensive Three-Year State Plan, the Committee has allocated Title II Formula Grant funds to three Title II Program priority areas for the purposes of this solicitation (see Appendix A):

- Effective alternatives to detention/incarceration
- Holistic approaches to offender counsel (providing youthful offenders consistent wrap-around services focused on reducing youthful offending by providing meaningful and necessary services during the court jurisdictional process for the youth and family)
- Restorative justice methods for holding juveniles accountable and repairing the harm caused by juvenile offending
- Develop and implement Evidence Based Practice programs to prevent and deter crime

A total of \$2.2 million dollars in federal funds is available for the 2013/2014 Title II Grant period with a maximum grant award of \$350,000 per proposed project within large counties, \$300,000 per proposed project within medium counties and \$250,000 within small counties. Grantees may apply for up to their Year-1 funding amount.

This opportunity requires system reform and supports the engagement of agencies/organizations in long-term infrastructure development for the purpose of enhancing services to at-risk and system involved youth. It is designed to equip these organizations with the tools and resources needed to provide leadership in developing and/or strengthening direct service activities.

- **Year 1 – Infrastructure and Intervention Implementation**

The purpose of the first phase is to 'hit the ground running' - it supports the implementation of a direct service project to include monitoring project effectiveness and ongoing enhancement of infrastructure needs.

Grant Period: January 1, 2012 through December 31, 2012

Grant Award: Each agency/organization selected to participate in this grant through the competitive RFP process was awarded funds based on their original funding request in the RFQ. Note: Final award amounts were ultimately at the discretion of the SACJJDP.

- **Year 2 – Monitor and Sustain**

The purpose of this phase is to continue supporting the administration of the direct service project, as well as the monitoring, evaluation and sustainability components.

Grant Period: January 1, 2013 through December 31, 2013

Grant Award: A minimum of the grantee's Year 2 funding amount will be awarded upon successful completion of the previous grant period and submittal of an application (non-competitive) for second-year funding provided funds are made available and the grantee continues to show progress.

Year 3 – Evaluate and Sustain

The purpose of this phase is to continue supporting the administration of the direct service project, as well as the monitoring, evaluation and sustainability.

An effort should be made to allot funds for the sustainability of current projects and future programs that continue the progress of assisting youth with prevention from crime and recidivism.

Grant Period: January 1, 2014 through December 31, 2014

Grant Award: A minimum of the grantee's Year 3 funding amount will be awarded upon successful completion of the previous grant period and submittal of an application (non-competitive) for third-year funding provided funds are made available and the grantee continues to show progress.

The activities outlined in this RFA for each funding year of the Title II Formula Block Grant Program may be modified, as warranted, in the grantee's contract with the BSCC.

Federal funds must be used to supplement existing funds for project activities and must not replace those funds that have been appropriated for the same purpose. Supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the applicant or grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

GRANT REQUIREMENTS

Eligibility:

Eligible applicants for these funds are local California public and private agencies and federally recognized tribal governments that were successful in Year 1 and Year 2 of the Request for Proposal Process.

All grantee agencies/organizations must be in compliance with the laws of the State of California and the U.S. Department of Justice; and shall at all times comply with all applicable federal and state laws, rules and regulations and all applicable local ordinances, specifically including, but not limited to, environmental, procurement and safety laws, rules, regulations and ordinances.

Systems Improvement/Reform

The SACJJDP places system reform and improvement of juvenile detention policy and practice at the top of its agenda in an effort to reduce reliance on detention of juveniles "garnering substantial long-term savings and allowing for more effective use of public dollars; and improving court services, producing better outcomes for court-involved children, youth, and families, while also enhancing public safety"¹. To that end, this funding opportunity requires applicants to develop their project under the framework of systems improvement/reform and will be assessed via the applicants' responses throughout the RFA process.

In conjunction with placing emphasis on system reform and improvement, in the final year of Title II funding applicants must also address their sustainability plans. In discussing sustainability, applicants should elaborate on how their sustainability plans will ensure that continued progress is made to continue system reform and improvement of juvenile detention policy and practice even when grant funding ceases. The specific projects need to show evidence of being able to do system reform after grant funding is no longer provided (see **Appendix B**).

Reducing Racial and Ethnic Disparity (RED):

RED, previously known as Disproportionate Minority Contact or DMC, refers to reducing the disparity and disproportionality of youth of color coming into contact with the justice system. RED's goal is to eliminate racial and ethnic disparities in the juvenile justice continuum.

The Title II application should identify and implement high-quality projects that prevent disparate treatment of youth receiving services and - under the larger context - ensure projects reduce structural or systematic bias. This application process and subsequent programming requires the applicants view their proposed project through the race/ethnicity lens. In doing so, the applicant will be required to submit an assurance indicating the proposed project will not exacerbate, and where possible reduce, disparity(s) and disproportionality of at-risk or system-involved youth of color and agree to participate in training regarding this issue (see **Appendix C**).

¹ State Level Detention Reform – Juvenile Detention Alternatives Initiative, Annie E. Casey Foundation

Resolution of the Governing Board:

A Resolution of the Governing Board (see Appendix D), in support of the grant application should be submitted to the BSCC as part of the grant application by the due date (December 20, 2013). If a resolution is not submitted as part of the grant application, it must be received prior to payment.

If applicants have already submitted and secured a multi-year Resolution covering the 3-year grant period, they do not need to submit another resolution for Year 3.

Fiscal Match:

In an effort to ensure system improvement/reform and long-term sustainability, projects must provide a jurisdictional match. The match requirement has incrementally increased over the previous two grant funding years. **Match for Year 3 funding for the Title II grant is 20%**; this obligation shall be met by in-kind (soft) matching funds only. The jurisdictional match may not include federally funded resources allocated for the same purpose but may include state/locally funded resources dedicated to the project.

Progress Reports/Project Evaluation:

As part of the grant administration and project evaluation process, grantees must submit quarterly progress reports to the BSCC. The reports are due within 45 days following the end of each three-month period (quarterly) during the grant.

Reporting Period/Quarter	Due Dates
January through March 2014 / Qtr 1	May 15, 2014
April through June 2014 / Qtr 2	August 15, 2014
July through September 2014 / Qtr 3	November 17, 2014
October through December 2014 / Qtr 4	February 16, 2015

In addition, BSCC is committed to measuring results of this grant by recommending the use of an evaluation mechanism to determine project impact that would potentially guide future decisions on issues concerning at-risk and system involved youth. To that end, the Title II Grant Program award and/or local match may be utilized to fund an evaluation effort; narrative supporting this should be reflected in Section V (Proposed Budget) of the application.

Data Collection:

The Federal Government and the BSCC are dedicated to assessing the impact of local projects on the youth directly served by grant funding. To that end, specific outcome measures are required of grantees during the term of their funding. The grantee will need to be prepared to collect and provide specific outcome measures (see Appendix E), on a quarterly basis via BSCC Progress Reports. To successfully accomplish data collection efforts, grant funding and/or local match may be dedicated to data system enhancement/improvement which should be reflected in the narrative portion of Section VI (Proposed Budget) of the application.

Invoices:

Disbursement of grant funds occurs on a reimbursement (arrears) basis for actual costs incurred during a reporting period. The grantee must submit invoices on-line to the BSCC within 45 days following the end of the reporting period (reporting period to be determined by the grantee in contract as either monthly or quarterly). Grant funds must be used to supplement existing funds and may not replace (supplant) funds that have been appropriated for the same purpose. The grantee must maintain detailed supporting documentation for all

costs claimed on invoices as BSCC staff will conduct on-site monitoring visits that will include a review of documentation maintained as substantiation for project expenditures.

For additional information, refer to the BSCC's Grant Administration and Audit Guide - BSCC, Federal Juvenile Justice Grants at: www.bscc.ca.gov/programs-and-services/cpp/resources under Publications.

Audit:

The grantee must submit an audit of expenditures (either grant-specific or as part of a federal single audit) within 120 days of the end of each 12-month grant period. Reasonable and necessary extensions to the due date may be granted if requested. 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.

APPLICATION INSTRUCTIONS

Download the RFA document to your computer. Complete the application per instructions provided and print one (1) full copy for original signature (Section I, subsection F) per instructions below. The original application packet, Participation Agreements, Governing Board Resolution and Racial/Ethnic Impact Statement (Appendix C) should be submitted to the BSCC as specified above.

SECTION I: APPLICANT INFORMATION (Items A-F)

- A. **Implementing Agency/Organization:** Provide the implementing agency/organization name and its Executive Officer, Director, Chief or Judge. Provide the Federal Employer ID number and the project title. Provide the required information for the designated Project Director whom has project oversight responsibilities.
- B. **Summary of Proposal:** Provide a brief description (3-4 sentences) of the agency/organization's proposal for using grant funds requested in Year 1 of the Project.
- C. **Funds Requested:** Provide the amount of grant funds requested for Year 1 per original RFQ application. Funds may not exceed county-sized caps (see Appendix A).
- D. **Day-to-Day Contact Person:** Provide the required information for the individual with whom BSCC staff would work on a daily basis during the 12-month grant period.
- E. **Designated Financial Officer:** Provide the required information for the individual who would approve invoices before the agency/organization submits them to the BSCC and be responsible for the overall fiscal management of the grant. Reimbursement checks are mailed to the Designated Financial Officer.
- F. **Applicant's Agreement:** The person authorized by the Governing Board to sign for the agency/organization must read the assurances in this section, then sign and date the application in blue ink.

SECTIONS II – VI

The instructions for each of these sections are outlined in the application. Sections II (Project Abstract), III (Goals and Objectives), IV (Collaboration and Sustainability), V (Proposed Budget) and VI (Proposed Timeline) require narratives. Please be concise as Sections II and III have set response page limits which will be part of the technical compliance review. **DO NOT** delete the BSCC RFP narrative when responding to questions.

If you experience "technical difficulties" with the application form or have any questions about the information requested, please contact:

Rakesh Sharma, Program Analyst @ 916-322-8443
Rakesh.Sharma@bscc.ca.gov

SECTION I: APPLICANT INFORMATION

A. IMPLEMENTING AGENCY/ORGANIZATION

LEGAL NAME OF IMPLEMENTING AGENCY/ORGANIZATION	FEDERAL EMPLOYER ID NUMBER		
San Francisco Office of the Public Defender	94-6000417		
NAME OF EXECUTIVE DIRECTOR/OFFICER/CHIEF/JUDGE	PROJECT TITLE		
Jeff Adachi, San Francisco Public Defender	Legal Educational Advocacy Program		
NAME AND TITLE OF PROJECT DIRECTOR	TELEPHONE NUMBER		
Patricia Lee, Juvenile Unit Managing Attorney	415-753-7610		
STREET ADDRESS	FAX NUMBER		
375 Woodside Ave. Rm. 118	415-566-3030		
CITY	STATE	ZIP CODE	E-MAIL ADDRESS
San Francisco	CA	94127	patricia.lee@sfgov.org

B. SUMMARY OF PROPOSAL (3 TO 4 SENTENCES)

LEAP provides for the educational needs of Public Defender clients in our delinquency courts in San Francisco. The team consists of an education attorney who is an expert in education law and the youth advocate who provides case management services for our clients. Together they provide the support necessary to move youth successfully out of the juvenile justice system. LEAP has built strong partnerships with our juvenile justice stakeholders to improve the outcomes of our youth and families by reducing juvenile offending and racial disparities in the juvenile justice system and encouraging needed systems reform.

C. FUNDS REQUESTED

D. DAY-TO-DAY CONTACT PERSON

NAME AND TITLE	TELEPHONE NUMBER		
Patricia Lee, Juvenile Unit Manager	415-753-7610		
STREET ADDRESS	FAX NUMBER		
375 Woodside Ave. Rm. 118	415-566-3030		
CITY	STATE	ZIP CODE	E-MAIL ADDRESS
San Francisco	CA	94127	patricia.lee@sfgov.org

E. DESIGNATED FINANCIAL OFFICER

NAME AND TITLE	TELEPHONE NUMBER		
Angela Auyong, Director of Administration and Payroll	415-553-1677		
STREET ADDRESS	FAX NUMBER		
555 7 th Street	415-553-1607		
CITY	STATE	ZIP CODE	E-MAIL ADDRESS
San Francisco	CA	94103	angela.auyong@sfgov.org

MAILING ADDRESS FOR WARRANT REIMBURSEMENT
 San Francisco Office of the Public Defender, 555 7th Street, San Francisco, CA 94103

F. APPLICANT'S AGREEMENT

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

NAME AND TITLE OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY TO SIGN)	DATE
Jeff Adachi, San Francisco Public Defender	

APPLICANT'S ORIGINAL SIGNATURE (blue ink)

[Handwritten signature]

10/13/2013

SECTION II: PROJECT ABSTRACT

ONE PAGE LIMIT (INCLUDING REAPPLICATION NARRATIVE)

SELECTED TITLE II PROGRAM PRIORITY AREA (PLEASE IDENTIFY ONLY ONE):

Holistic Approach to Offender Counsel

GEOGRAPHIC AREA OF SERVICES TO BE PROVIDED:

City and County of San Francisco

NUMBER OF YOUTH TO BE SERVED:

100

ESTIMATED COST PER YOUTH:

\$2,847

TARGET POPULATION:

Public Defender juvenile clients charged with delinquent offenses who are experiencing chronic truancy, absenteeism, and failure in their school placements.

PROPOSED REFERRAL PROCESS:

Referral of clients are made through written referrals by the Juvenile Unit Deputy Public Defenders. All Public Defender youth who are court ordered into the Court Probation school, San Francisco Achievement Collaborative Team (SF-ACT) will also be represented by the LEAP team.

PROVIDE A BRIEF SUMMARY OF THE PROPOSED PROJECT (APPROXIMATELY 8-12 SENTENCES):

LEAP expands and improves holistic representation of youth in the juvenile justice system by providing an Education Attorney and an Education Youth Advocate to advocate to improve educational outcomes for children and youth involved in the juvenile justice system. LEAP expands the Public Defender's capacity to address systemic shortfalls in school-based services to system-involved youth. LEAP staff represent student clients at school disciplinary hearings and Individualized Education Plan (IEP) meetings; provide community education and training to parents/guardians, systems partners, and private attorneys who represent non-public defender clients; and participates in a variety of committees and activities focused around eliminating system gaps. By addressing their underlying educational needs, LEAP will assist student clients and their families in developing the skills necessary for academic success and, ultimately, permanent disentanglement from the justice system.

SECTION III: GOALS AND OBJECTIVES

NO PAGE LIMIT (INCLUDING REAPPLICATION NARRATIVE)

In the section below, please describe all goals and objectives of the proposed program. At a **minimum four goals and corresponding objectives** must be identified. In alignment with the original Request for Proposal (RFP), two of the four goals and corresponding objectives must address the impact of grant funds on reducing Racial and Ethnic Disparity (RED) and Systems Improvement/Reform.

***Goals:** Goals are broad statements that describe the project's intentions and desired outcomes. They suggest the desired end to which the project is directed. The goals of your program should be clearly stated, realistic, and must be attainable and measurable. In stating your goals, be careful to describe the desired end and not the means to the end.*

***Objectives:** Objectives describe the project activities that support the goal(s). They describe intermediate results or accomplishments to be achieved by the program in pursuing its goal(s). The event or project activity must answer the questions: Who or what will change? Where will change occur or the event take place? When (period of time) will the event occur? How will the change happen? Objectives may change due to program progression. The more specific your objectives are, the easier it will be to determine if your program has achieved them. Use numbers wherever possible.*

Goal:

Reducing Racial and Ethnic Disparity (RED) of youth of color represented in the juvenile justice continuum. The majority of youth served in the past year were minority youth, with 46% African American, 27% Latino, 11% Pacific Islander, 7% Asian and 7% multi-racial youth.

Objective:

By keeping youth in school placements and advocating for the necessary school supports, youth will be compliant with their conditions of probation and are less likely to be remanded to detention and are less likely to reoffend. In 2013, LEAP handled 70 new referrals which included attending over 85 IEP meetings providing advocacy for appropriate school services for special education students, conducting 530 school visits and preventing school expulsion for any LEAP student. LEAP's educational advocacy and intensive case management model for our LEAP students have led to decreased truancies, tardiness, and absences resulting in positive court progress reports for our clients, reduced recidivism and successful termination from juvenile probation. Over the past 3 quarters of the approximately 100 youth served, at least 85% were youth of color. Of note is that for each quarter only one youth was resentenced on a new offense and at the most an average of 2.5 youth suffered new sustained petitions in 2013.

Goal:

To continue to strengthen partnerships between juvenile justice stakeholders and the school system.

Objective:

LEAP is now recognized as the lead entity in addressing the educational needs of youth in the juvenile justice system by all partners. The LEAP attorney has been an active participant in the planning and design of the new court probation school, SF ACT. She was involved in the hiring of the new clinical director and in developing the educational/behavioral health programming for our court involved youth. The managing attorney assisted in developing the legal criteria for youth engaged in the program including admissibility, failures, and graduation protocols. LEAP convened quarterly stakeholder meetings to communicate information on data, evaluation results, training and activities conducted by the LEAP team. LEAP also solicited feedback from our partners to further strengthen LEAP and to plan on future projects for the school year.

LEAP was invited to sit on the San Francisco Unified School District multi-disciplinary team meetings to address education concerns of court involved youth. LEAP's participation in school district meetings for our youth provides a level of prevention and intervention on behalf of our students at the front end of both the juvenile justice and the school systems. With our participation in the multi-disciplinary meetings we are able to address the individualized special education needs of each student. Often the acting out behaviors of our clients are manifestations of their educational disabilities. The LEAP team is able to assess these behaviors and provide the psychological and mental health background to the school agency team to prevent disciplinary actions that can result in suspension, expulsion, and probation remands to detention.

Further goals are added as an addendum to this application

Goal:

SECTION IV: COLLABORATION/SUSTAINABILITY

Collaboration:

In the section below, please provide an update of collaborative activities and efforts from year two. At a minimum this subsection update must address; (1) with what agencies did collaboration occur (list all), (2) what was the intent and outcome of collaboration with all listed agencies and (3) will new collaborations in the third year be formed as a result of year two experiences, and if yes, with whom.

Over the past year, the LEAP program has continued to collaborate with staff at almost every Public High School, including continuation/credit recovery schools, Ida B. Wells, Downtown High School and Civic Center (SF-ACT) as well as non-public schools such as RISE Institute. In an effort to support academic and behavioral school progress for our clients, LEAP meets with teachers, counselors, deans, and any other school staff that may have insight into how we can provide our clients with the best chance for success.

LEAP has also collaborated with community based organizations that provide our clients with various supports and services, including the Center for Criminal and Juvenile Justice, Sunset Youth Services, Bayview Hunters Point Foundation, Samoan Community Development Center, Instituto, United Playazs, the San Francisco Boys and Girls Clubs, YMCA Urban Services, and City Youth Now. All of these organizations share the goal of helping our clients and their families stay on track not only in school but in other aspects of their lives so that they have a permanent exit from the juvenile and criminal justice systems. Services involve mental health, substance abuse, vocational services mentorships and tutors and sports opportunities.

LEAP fully expects and intends to expand these collaborative efforts and service linkages for our clients to any CBO's that are willing and capable of serving our population.

LEAP will also serve as an active partner in the development of our new court probation school, SF-ACT, by participating in monthly stakeholder and planning meetings that will develop through 2014 and beyond. LEAP was also invited by the San Francisco Superior Court to participate as a team member in a 3 day meeting entitled "Keeping Kids in School and Out of Court" at the annual California Judicial Council "Beyond the Bench" conference. This initiative will continue throughout the next year to address barriers to successful school achievement and advancement for our youth.

Sustainability Plan:

The primary lynchpin to continued success for grant project outcomes focuses on collaboration and sustainability. For this reason, a Sustainability Plan should address the continuation of program(s) beyond the grant. Moreover, the organization's data collection capabilities, experiences with data collecting and evaluation outcomes/needs should also be included.

Over the course of the first two years of implementation, the LEAP program has developed a data collection system that has allowed the LEAP program in Year 1, to understand and describe their process throughout the first year and assessed program design and implementation and in Year 2, to begin to analyze impact data collected to date. LEAP has worked over the past two years with a third party evaluator from The Bridging Group (TPG) to develop this evaluation system. TPG staff has over 20 years' experience in designing and evaluating prevention, reentry, and mentoring programs for incarcerated individuals and their families. Finally, the LEAP staff has developed a data monitoring system in order to track the progress of each performance measure data point requested by BSCC on a quarterly basis.

The focus of the third year of the LEAP evaluation will be to analyze and synthesize data collected to date and develop a LEAP Evaluation Report that will be used to determine lessons learned and inform sustainability planning for the program beyond the 3 year cycle of this grant. Evaluation outcomes and needs that will be included in this report will include:

- a) Overall demographics of all youth served throughout the tenure of the LEAP program (including data on racial and ethnic minority identity)
- b) Types and level of services provided for participants in the LEAP program
- c) Involvement of juvenile justice system, school system and other community service system representatives in the LEAP collaboration
- d) Impact on systems change as identified by collaborative partners
- e) Impact on services accessed and received by youth and their families related to special education, truancy reduction, remediation, tutoring services, employment services, and case management services
- f) Impact on participant outcomes related to school performance, attendance, and placement, remand prevention and detention prevention and probation dismissal

Given the successes that our clients have experienced through LEAP, it is the intent of the SFOPD to secure an attorney position in our office at the end of the grant funding cycle. With the final evaluation conducted by TBG, we will be in a strong position to advocate to the San Francisco Board of Supervisors and the Mayor to add a social work position for the youth advocate to ensure that the LEAP services become an integral part of the SFOPD juvenile unit.

SECTION V: PROPOSED BUDGET

A. BUDGET LINE ITEM TOTALS: Complete the following table - **using whole numbers** - for the grant funds being requested in Year 3 (funding request shall not exceed year one funding amount awarded). While recognizing that entities may use different line items in the budget process, these are the ones used by the BSCC on its invoices. Please verify total grant funds requested as columns and rows do not auto-calculate.

Applicants must provide a **20 percent (20%) match** of the grant funds requested (In-Kind Match only) in the budget table for Year 3. Note: The In-Kind match requirement has incrementally increased each subsequent funding year from Year 1 at 10%. The BSCC has also added a new line item for an allotment of funds towards an Other-Sustainability Plan item.

Proposed Budget Line Items	Grant Funds	In-Kind Match	Total
1. Salaries and Benefits	\$151,121	\$30,224	\$181,345
2. Services and Supplies	\$2,000	\$400	\$2,400
3. Professional Services	[REDACTED]	[REDACTED]	[REDACTED]
4. CBO Contracts	\$72,166	\$14,433	\$86,599
5. Indirect Costs (may not exceed 10% of grant award)	[REDACTED]	[REDACTED]	[REDACTED]
6. Fixed Assets/Equipment	[REDACTED]	[REDACTED]	[REDACTED]
7. Program Evaluation	\$8,000	\$1,600	\$9,600
8. Sustainability Plan	[REDACTED]	[REDACTED]	[REDACTED]
9. Other (e.g., travel expenses)	\$4,000	\$800	\$4,800
TOTAL	\$237,287	\$47,457	\$284,744

B. BUDGET LINE ITEM DETAILS: Provide narrative detail, including costs per item/service in each category, to sufficiently explain how the grant and local in-kind match funds will be used based on the requested funds in the above table.

1. SALARIES AND BENEFITS (e.g., number of staff, classification/title, salary and benefits)

Grant will support one Education Attorney, classification 8177, Trial attorney with salary of \$108,654, and benefits at \$42,467. The in-kind match of \$30,224 is met through the supervision provided by the Managing Attorney of the juvenile unit of the Education Attorney and the Youth Advocate which occurs on a daily basis and dedicated one one supervision meeting lasting 1/2 to 1 hour on a bi-weekly basis. The Senior Social Worker will commit one hour per week per hour for clinical supervision of the Youth Advocate. The Managing Attorney and the Director of Administration will also dedicate several hours per grant period in work necessary for data collection and analysis for quarterly reporting on the grant.

2. SERVICES AND SUPPLIES (e.g., office supplies and training costs)

Office supplies and services will include costs for files, toner, paper, pens, note pads, and other miscellaneous supplies at \$1,500 for the Education Attorney and the Youth Advocate. The In-kind match will be met through SFPD's payment of electricity and phone usage for landlines and desktop computer usage at \$300. An additional \$500 will be dedicated to providing training for stakeholders, agencies, workshops for youth and parents/caregivers and for private bar attorneys. The \$100 in kind match will be provided SFPD's community "MAGIC" programs convener's time in planning and solicitation of community invitees to education events and training.

3. PROFESSIONAL SERVICES: (e.g., consultative services)

Not applicable.

4. COMMUNITY-BASED ORGANIZATIONS (e.g., detail of services- provide CBO name if available)

The Center for Juvenile and criminal Justice (CJCJ) will continue to sub-contract with SFPD to provide the LEAP Youth Advocate with salary at \$51,497 and benefits at \$20,669. CJCJ Education Youth Advocate will provide community support and case management and monitoring to youth at their school sites, in Court, in their homes and neighborhoods. CJCJ uses a positive, and supportive case management approach to ensure that the youth adhere to their probation conditions, attend school on a regular basis, and avail themselves of meaningful resources. The Youth Advocate works in partnership with the Education Attorney. The Youth Advocate works with each client to monitor and support compliance with their individualized plans of school stabilization and academic progress. The Youth Advocate provides oversight of individualized case management to assess achievement of plan objectives, determine service and support outcomes, identify youth/family need changes in service plans and meets with school administrators and agency representatives to advocate for accountability of service needs and to provide on going communication with agencies and administrators. Matching funds are met through staff supervision provided by CJCJ Director of Juvenile Justice Services, administrative oversight and reporting services, and additional supervisorial support and training provided by CJCJ LCSW in case management, case conference, and intensive supervision services.

5. INDIRECT COSTS: Indicate percentage and methodology for calculation. This total may not exceed 10% of the grant funds.

Not applicable.

6. FIXED ASSETS (e.g., computers and other office equipment necessary to perform project activities)

Not applicable.

7. PROJECT EVALUATION (e.g., evaluator, materials, subscription to web survey)

\$8,000 projected cost for outside evaluator, Katie Kramer, "The Bridging Group", a City licensed vendor to provide the final evaluation of LEAP and developing a plan of sustainability of the program. The Bridging Group conducted an annual evaluation which included meetings with stakeholders, focus group meetings and surveys with youth and parent/caregivers. The In-kind match will be met by the time spent by the Juvenile Unit Managing Attorney in preparing materials, attending consultation meetings required, and analysis of data and survey results for the second independent evaluation and progress report.

8. SUSTAINABILITY PLAN

Not applicable.

9. OTHER (e.g., travel expenses)

Travel expenses of \$3,000 are estimated to cover staff at \$.55 per mile over the year for LEAP related travel and transportation. Travel expenses are also expected to cover training related travel. Match of \$600 is met through staff use of their own vehicles, gas expenses, parking tolls and fees and costs of Manager and Social Worker travel to community meetings and stakeholder meetings for project oversight and planning.

Design and printing costs of publications is \$1,000, the match of \$200 will be provided by the SFPD IT and research units who will provide research support of relevant education law and procedures, and IT technical preparation and formatting of the publications.

SECTION VI: PROPOSED TIMELINE

Provide a timeline for activities that will occur in the "Evaluate and Sustain" phase (Year 3) of the Title II Grant Program. The purpose of this phase is to continue supporting the administration of the direct service project, as well as the monitoring, evaluation and sustainability.

Activity	Timeframe
Organize year 3 stakeholder meeting held on quarterly basis	January - December
Meet with evaluator to plan evaluation monitoring process	January
Attend monthly SF-ACT operations committee meetings	January-December
File Accept and Expend request with County upon receipt of grant funds acceptance	January
File and process personal service contract for CJCJ Youth Advocate position	January
File and process personal service contract for independent evaluator "The Bridging Group"	January
Attend quarterly SF-ACT steering committee meetings	January-December
Begin year 3 one on one supervision with LEAP team on bi-weekly basis	January-December
Present and seek consent for CJCJ Youth Advocate Position before the SF Civil Service Commission	March
Quarterly reporting to BSCC by managing attorney and financial reporting by administrative director	May, August, November
Advocate for a social worker position to be added to the budget of the SFOPD to support LEAP Youth Advocate position	May
Attend school board hearings on school discipline and graduation requirements	January - December
Attend City Inter-agency team meetings bi-weekly	January - December
Third year final evaluation report to sustain LEAP funding	May - December
Attend monthly foster youth services steering committee	January - December

Provide education workshops for youth and families, community based organizations, and justice and school partners

January - December

Participate in Annual Backpack giveaway in the SF Bayview Hunters Point District

August

APPENDIX A

TITLE II PROGRAM PRIORITY AREAS

I. Alternatives to Detention -

Research has shown that juvenile detention has critical, long-lasting consequences for court-involved youth. Youth who are detained are more likely than their counterparts to be formally charged, adjudicated and committed to an institution. Detention disrupts already tenuous connections in school, services and families. Over the long-haul, the detention experience negatively impacts educational and employment levels. In California, many youth are detained pre- and post-adjudication for offenses posing no threat to themselves or the public and where there is no indication of flight risk. Community based alternatives are an underutilized option for addressing the vast majority of youthful offender behavior that lies outside the parameters of public safety and/or flight risk.

Goal:

Reduce the number of youth unnecessarily held in detention.

Alternatives to detention are special programming approaches designed to prevent youth from being placed in detention for any length of time due to an initial contact with local law enforcement. The concept of detention alternatives is based on the premise that time spent in detention may do more harm than good for these youth. Moreover, these alternatives give such youth the benefit of remaining in their communities with greater access to needed resources (i.e., necessary treatment, educational, vocational, and medical services) without endangering the community and at much less expense than detention (OJJDP, 2001:37). In addition, the many problems associated with reentry are avoided because the youth is never entirely estranged from the community for a lengthy period of time. Finally, this approach keeps less serious or nonviolent offenders at home or in their home communities, thus increasing the availability of secure beds for the most serious and violent offenders (OJJDP, 2001:37).

II. Holistic Approach to Counsel -

The national report, "A Call for Justice: an Assessment of Access to Counsel and Quality of Representation in Delinquency Proceedings" revealed major failings in juvenile defense across the nation." In California, the streamlined approach to counsel of "one size fits all" is ineffective and costly in terms of resources and improved outcomes for youth.

Goal:

Promote quality legal defense representation of youth in the juvenile delinquency system in California through well funded children's legal defense systems that emulate best or promising holistic legal practice models.

Holistic approach to offender counsel is the promotion of quality legal defense representation of youth in the juvenile delinquency system in California through well funded children's legal defense systems that emulate best or promising holistic legal practice models. "Delinquency cases are complex and their consequences have significant implications for children and their

families. Therefore, every child client must have access to qualified, well-resourced defense counsel. These resources should include the time and skill to adequately communicate with a client so that lawyer and client can build a trust-based attorney-client relationship and so that the lawyer is prepared to competently represent the client's interests."²

This approach is founded on the following ten (10) principles - The Public Defense Delivery System:

1. Upholds juveniles' Constitutional Rights throughout the delinquency process and recognizes the need for competent and diligent representation.
2. Recognizes that legal representation of children is a specialized area of the law.
3. Supports quality juvenile delinquency representation through personnel and resource parity.
4. Uses expert and ancillary services to provide quality juvenile defense services.
5. Supervises attorneys and staff, and monitors work and caseloads.
6. Supervises and systematically reviews juvenile staff according to national, state and/or local performance guidelines or standards.
7. Provides and requires comprehensive, ongoing training and education for all attorneys and support staff involved in the representation of children.
8. Has an obligation to present independent treatment and disposition alternatives to the court.
9. Advocates for the educational needs of clients.
10. Promotes fairness and equity for children.

III. Restorative Justice Principles -

Research indicates that the community, victim and offender are best served subsequent to a crime occurring if each is a partner in the development of the justice response. The juvenile justice system in California weighs heavily on the punitive and less on the reparative elements in its response toward youth and crime.

Goal:

Restore victims' wounds; restore offenders to law-abiding lives; and repair harm done to interpersonal relationships and the community.

Quality Restorative Justice Practice

Restorative justice emphasizes the importance of elevating the role of crime victims and communities in the process of holding offenders accountable for their behavior, while offering offenders the opportunity to make amends directly to the people and community they violated. Financial restitution, community service, victim-offender mediation, and the more recent development of family group conferencing are widely understood to illustrate restorative justice practice. The manner, in which these interventions are implemented, however, is likely to influence the degree to which the interventions are experienced as restorative by victims, communities, and juvenile offenders.

APPENDIX B

SYSTEM IMPROVEMENT/REFORM

The SACJJD places system reform and improvement of juvenile detention policy and practice at the top of its agenda in an effort to reduce reliance on the detention of juveniles "garnering substantial long-term savings and allowing for more effective use of public dollars; and improving court services, producing better outcomes for court-involved children, youth, and families, while also enhancing public safety"³. This includes programs, research, and other initiatives to examine issues or improve practices, policies, or procedures on a system wide basis (e.g., examining problems affecting decisions from arrest to disposition and detention to corrections).

System change strategies seek to alter the basic procedures, policies, and rules that define how youth-serving systems work. Because such strategies aim to transform the system itself, they have the potential for producing pervasive, fundamental, and lasting change in a system's ability to respond effectively.

One of the leading national organizations on juvenile justice, the Anne E. Casey Foundation/Juvenile Detention Alternatives Initiative (JDAI), has provided a tested model, in which system improvement/reform have been categorized into eight (8) essential principles:

1. Collaboration

Key juvenile justice stakeholders coordinate detention reform activities and conduct joint planning and policymaking under a formal governance structure. They work together to identify detention bottlenecks and problems; to develop common understandings and solutions; to generate support for proposed reforms and routinely monitor reform progress.

2. Data Driven Decisions

JDAI depends upon objective data analysis to guide detention reform planning and policy development. Data on detention population, utilization and operations is collected to provide a portrait of who is being detained and why, as well as suggesting what points in the process may need attention. As a results-based initiative, JDAI establishes and tracks performance measures. All data is disaggregated by race/ethnicity and gender to monitor disparities in the system.

3. Objective Admissions Criteria and Instruments

Detention admissions policies and practices must distinguish between the youth who are likely to flee or commit new crimes and those who are not. JDAI sites develop Risk Assessment Instruments to screen for individual risk using reliable, standardized techniques. Absent an objective approach, high-risk offenders may be released and low-risk offenders detained.

4. Non-Secure Alternatives to Detention

New or enhanced non secure alternatives to detention programs increase the options available for arrested youth yet ensure that juveniles are held accountable for their behavior and the community is protected. Pre-trial detention alternative programs target only the youth who would otherwise be detained.

5. Case Processing Reforms

Modifications of juvenile court procedures accelerate the movement of delinquency cases, streamline case processing and reduce unnecessary delay. Case processing reforms are introduced to expedite the flow of cases through the system. These changes reduce length of stay in custody, expand the availability of non secure project slots and ensure that interventions with youth are timely and appropriate.

6. Special Detention Cases

Special strategies are necessary for handling difficult populations of youth who are detained unnecessarily. The data analysis directs the site to the cases or cluster of cases in need of special attention. They may include children detained on warrants, children detained for probation violations, or children detained pending dispositional placement. Addressing these cases can have immediate and significant impact on reducing detention populations.

7. Reducing Racial Disparities

Reducing racial disparities requires specific strategies aimed at eliminating bias and ensuring a level playing field for youth of color. Ongoing objective data analysis is critical. Racial disparities are the most stubborn aspect of detention reform. Real lasting change in this arena requires determined leadership and targeted policies and programming.

8. Conditions of Confinement

Reducing overcrowding in detention can immediately improve conditions. To monitor conditions of confinement in detention centers and to identify problems that need correction, JDAI sites establish "self-inspection" teams of local volunteers. These self-inspection teams are trained in a rigorous methodology and ambitious standards that carefully examine all aspects of facility policies, practices and projects. The teams then prepare comprehensive reports on their findings and monitor implementation of corrective action plans.

APPENDIX C RACIAL IMPACT STATEMENT

The State Advisory Committee on Juvenile Justice and Delinquency Prevention (SACJJDP) has been tasked with the oversight responsibilities detailed in the Juvenile Justice Delinquency Prevention (JJDP) Act and Omnibus Crime Control and Safe Streets Act – both of which require from States, compliance with four core protections:

Deinstitutionalization of status offenders (DSO): A status offender is a juvenile who has committed an act that would not be a crime if an adult committed it – e.g., chronic truancy, curfew violations, etc. Status offenders may not be held, with statutory exceptions, in juvenile detention facilities nor can they be held in adult facilities for any length of time.

Separation of juveniles from adults in institutions (Separation): Alleged and adjudicated delinquents cannot be detained or confined in a secure institution (such as a jail, lockup, or secure correctional facility) in which they have sight or sound contact with adult offenders.

Removal of juveniles from adult jails and lockups (Jail Removal): As a general rule, juveniles cannot be securely detained or confined in adult jails and lockups.

Reduction of Racial and Ethnic Disparity (RED): States must address efforts designed to reduce the disproportionate number of juvenile members of minority groups who come into contact with the juvenile justice system.

As such, it is critical that stakeholders at the local and state level be cognizant of the possible impact proposed projects, policies and direct service may have on communities of color; therefore, this assurance conveys a “good-faith-effort” that race/ethnicity has been considered.

Please choose the statement(s) that pertains to this policy, service, strategy or recommendation. Complete all the information requested for the chosen statement.

The proposed policy, service, strategy or recommendation could have a disparate, disproportionate or unique positive impact on persons of color.

- Describe the positive impact expected:

Disproportionate minority confinement and contact will be reduced in the juvenile justice system by providing educational advocacy support and services to Public Defender clients who are primarily youth of color. With 44% African American, 30% Latino, and 10% Asian and Pacific Islander youth. Based on data collected for 45 youth participating in the LEAP program during the first 1/2 of Year 2, 91% of the youth served represented racial or ethnic minorities. Efforts to impact the racial and ethnic disparity in outcomes for these youth will include handling at least 60 IEP school meetings for special education students, preventing expulsion and suspension of students, conducting a minimum of 350 school visits to meet with clients and school administrators and attending a minimum of 250 court appearances on behalf of the youth's educational goals or needs. By completing these objectives, the program will help to keep youth in school, progress in their academic programs, and stay in compliance with their probation conditions. Ultimately, by keeping youth engaged in school, they will be less likely to face remands to detention and will successfully move out of the justice systems - thereby

directly impacting the racial and ethnic disparate outcomes of youth involved in or at risk for involvement in the SF Juvenile justice system.

- Indicate which group(s) is impacted (e.g., African American, Asian, Hispanic, Pacific Islander, Native American, White):

African American youth, Asian, Hispanic, and Pacific Islander, and bi-racial youth will be impacted in a positive way.

The proposed policy, service, strategy or recommendation could have a disparate, disproportionate or unique negative impact on persons of color.

- Describe the negative impact expected:
- Present the rationale for the existence of the proposed project or policy:
- Provide evidence of consultation of representatives of the group(s) impacted:
- Indicate which group(s) are impacted (e.g. African American, Asian, Hispanic, Pacific Islander, Native American, White):


The proposed policy, service, strategy or recommendation is not expected to have a disparate, disproportionate or unique impact on persons of color.

Present the rationale for determining no impact:

I hereby certify that, to the best of my knowledge, the information on this form is complete and accurate.

Printed Name: Jeff Adachi

Title: Public Defender

Signature: 

**APPENDIX D
SAMPLE BOARD RESOLUTION**

By the start of the grant (January 1, 2014), the grantee must submit a resolution from their Governing Board that includes, at a minimum, the assurances outlined in the following sample.

WHEREAS the *(insert name of applicant)* desires to participate in the Federal Title II Formula Block Grant Program supported by federal Formula Grant funds 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 federal grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

BE IT FURTHER RESOLVED that the implementing agency/organization and partnering entities agree to abide by the statutes and regulations governing the federal Formula Grants Program 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 *(insert name of applicant)* 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:

APPENDIX E FEDERAL PERFORMANCE MEASURES

The Federal Government and the BSCC are dedicated to assessing the impact of local projects on the youth directly served by the Title II Formula Block Grant funding. Request for Proposal (RFP) applicants will need to have the capacity, and be prepared, to collect and provide specific outcome measures by race/ethnicity and gender on a quarterly basis via BSCC Progress Reports, if awarded grant dollars.

Data measures will be collected on a short term (measured quarterly- prior to the time youth leave or complete the project) and long term (measured within 6-12 months after a youth leaves or completes the project). The following list contains data measures that will be collected on the three Title II Program priority areas:

Project Youth Demographics:

- Gender (male; female)
- Ethnicity (American Indian/Alaskan Native; Asian; Black/African American; Hispanic/Latino; Native Hawaiian & other Pacific Islander; White/Caucasian)
- Offender Status (at-risk population- no prior offense; first-time offenders; repeat offenders; sex offenders; status offenders; violent offenders)
- Age (Under 11; 12-13; 14-15; 16-17; 18 and over)
- Geographic Location (rural; suburban; tribal; urban)
- Other factors (mental health; pregnant; substance abuse; truant/dropout)
- Project cost per youth

Project Assessment:

- Number of project youth served
- Number and percent of project youth who offend or reoffend
- Number and percent of project youth completing project requirements
- Number and percent of project youth exhibiting a desired change in targeted behaviors: substance abuse; school attendance; gangs; employment status
- Number and percent of project youth charged with formal probation violations
- Number and percent of project youth committed to a detention facility
- Average length of time between intake and referral for project youth
- Number and percent of project youth who are re-victimized
- Number and percent of project families/youth/victims/staff satisfied with the project

Additionally, depending on the Title II Program priority area of each project (Alternatives to Detention, Holistic Approach to Offender Counsel, Restorative Justice Principles); there will be additional data measures collected that are mandated by the Office of Juvenile Justice and Delinquency Prevention.

ADDENDUM TO SECTION III: GOALS AND OBJECTIVES

Goal: To improve academic achievement to facilitate promotion of youth to the next grade level or graduation and successful termination from juvenile probation.

Objective: LEAP has established a strong working relationship with teachers and administrators in the middle and high schools where our youth attend. Both the attorney and our youth advocate are present almost on a daily basis on the school campuses to meet with our youth and consult with the teachers and deans to address academic goals and needs of the youth. In 2013 our youth advocate had made over 485 school visits. The presence in the schools of our educational youth advocate has helped provide a mentor for our youth to address a variety of issues which can pose impediments to academic achievement. When our students have challenges or issues, the school administrators now go to the LEAP team as a first point of contact. This relationship has helped foster improved attendance, behavior, and grades. In the past year no students have faced expulsion due to the interventions by the LEAP team with the schools. A LEAP impact evaluation conducted with the Public Defenders reporting on 45 youth participating in LEAP demonstrated 73% of students received increased educational services and 60% of students demonstrated an overall improved school experience including 41% of students who demonstrated improvement in grades. LEAP intends to continue its efforts to advocate for youth in need of special education services, particularly around emotional, behavioral and learning needs, by helping to arrange and be present at a minimum number of 65 IEP meetings with the aim of keeping students in appropriate school placements with the support they need to assure academic achievement and success.

Goal: To reduce truancy, tardiness, and absenteeism among LEAP clients.

Objective: A LEAP impact evaluation conducted with the Public Defender Attorneys reporting on 45 youth participating in the LEAP program demonstrated that LEAP intervention increased school based services available to clients in 73% of the cases and 59% of the cases expressed improved school experience. One result documented improved school-attendance by 57% of the participants. LEAP staff intend to continue to provide legal and case management services for students who are not attending school regularly in order to identify and eliminate barriers to attendance, with the aim of making school a place where students feel safe and successful.

AGREEMENT NUMBER BSCC 387-13 AM 1
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 OFFICE OF THE PUBLIC DEFENDER

2. The term of this Agreement is: **January 1, 2014 through December 31, 2014**

3. The maximum amount of this Agreement is: **\$230,121.00**
Two hundred thirty thousand, one hundred twenty one dollars and no cents

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

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

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

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


CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

SAN FRANCISCO OFFICE OF THE PUBLIC DEFENDER

BY (Authorized Signature)

DATE SIGNED (Do not type)



3/26/14

PRINTED NAME AND TITLE OF PERSON SIGNING

JEFF ADACHI, San Francisco Public Defender

ADDRESS

**375 Woodside Ave. Rm. 118
 San Francisco, CA 94127**

STATE OF CALIFORNIA

AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

BY (Authorized Signature)

DATE SIGNED (Do not type)



4/2/14

PRINTED NAME AND TITLE OF PERSON SIGNING

WILLIAM J. CROUT, Deputy Director (A)

ADDRESS

**100 Bercut Drive
 Sacramento, CA 95811**

California Department of General Services Use Only

Exempt per:
 State Contracting Manual Section 4.06

STATE OF CALIFORNIA

**TITLE II FORMULA BLOCK GRANTS PROGRAM
AGREEMENT BETWEEN THE
BOARD OF STATE AND COMMUNITY CORRECTIONS**

AND

SAN FRANCISCO OFFICE OF THE PUBLIC DEFENDER

This Grant Agreement is made this January 1, 2014 between the California Board of State and Community Corrections, hereafter referred to as the "BSCC" and

SAN FRANCISCO OFFICE OF THE PUBLIC DEFENDER

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

LEAP provides for the education needs of Public Defender clients in our delinquency courts in San Francisco. The team consists of an education attorney who is an expert in education law and the youth advocate who provides case management services for our clients. Together they provide the support necessary to move youth successfully out of the juvenile justice system. LEAP has built strong partnerships with our juvenile justice stakeholders to improve the outcomes of our youth and families by reducing juvenile offending and racial disparities in the juvenile justice system and encouraging needed systems reform.

SECTION 2. ASSURANCES

- A. Grantee agrees to comply with all conditions of this Grant Agreement, all standard Grant Agreement conditions as contained in Exhibit A, all federally required assurances as contained in Exhibit B, general terms and conditions contained in Exhibit C, and all budget items and conditions as contained in the Application for Funding.
- B. Grantee agrees to comply with the financial and administration requirements set forth in the current edition of the BSCC's *Grant Administration and Audit Guide, Federal Juvenile Justice 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 and findings with respect to each controversy arising under or in connection with the interpretation, performance, or payment for work performed under this Grant Agreement. Disputes shall be resolved in accordance with the provisions of Exhibit A.

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

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

Name: Jeff Adachi
Title: San Francisco Public Defender
Address: 375 Woodside Ave. Rm. 118, San Francisco, CA 94127
Telephone Number: (415) 753-7610
Fax Number: (415) 566-3030
E-mail Address: jeff.adachi@sfgov.org

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

Name: Angela Auyong
Title: Director of Administration and Payroll
Address: 555 7th Street, San Francisco, CA 94103
Telephone Number: (415) 553-1677
Fax Number: (415) 553-1607
E-mail Address: angela.auyong@sfgov.org

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

SECTION 4. REPORTS

A. Grantee will submit quarterly progress reports in a format developed by the BSCC that describe progress made with respect to program objectives and activities, and performance indicator results identified in Appendix G of the Request for Proposals (RFP). Due dates are as follows:

Reporting Period

1. January 1 – March 31, 2014
2. April 1 – June 30, 2014
3. July 1 – September 30, 2014
4. October 1 – December 31, 2014

Due No Later Than:

- May 15, 2014
August 15, 2014
November 17, 2014
February 16, 2015

SECTION 5. INVOICES

- A. The Grantee shall be paid in arrears by submitting a quarterly invoice for approved program expenditures for the reporting period and due dates noted above in Section 4.
- B. An invoice is due to the BSCC even if grant funds are not expended or requested in the reporting period.

SECTION 6. GRANT AMOUNT AND LIMITATION

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, the State of California, and the federal government on account of project costs that may exceed the sum of the grant award.

SECTION 7. AVAILABILITY OF FUNDS

- A. Grantee agrees that the BSCC's obligation to pay any sums to the Grantee under any provision of this Grant Agreement is contingent upon the availability of sufficient funds. This Grant Agreement is valid and enforceable only if sufficient funds are made available by the Legislature and by Congress.
- B. This Grant Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or any statute enacted by Congress which may affect the provisions, terms or funding of this Grant Agreement in any manner.

SECTION 8. BUDGET

PROJECT LINE ITEM TOTALS			
LINE ITEM	GRANT FUNDS	IN-KIND MATCH	TOTAL
1. Salaries & Benefits	\$151,121	\$30,224	\$181,345
2. Services & Supplies	\$2,000	\$400	\$2,400
3. Professional Services			
4. CBO Contracts	\$65,000	\$13,000	\$78,000
5. Indirect Costs (may not exceed 10% of grant award)			
6. Fixed Assets/Equipment			
7. Program Evaluation	\$8,000	\$1,600	\$9,600
8. Sustainability Plan			
9. Other	\$4,000	\$800	\$4,800
TOTAL	\$230,121	\$46,024	\$276,145

SECTION 9. AUDIT

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

In conformance with Federal OMB Circular #A-133, and the California State Controller's Accounting Standards and Procedures Chapter 23, Grant Accounting Index, the identified grant will be included in the City/County **Single Federal Audit Report**, which will be submitted to the 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.

SECTION 10. SCOPE OF WORK

Grantee agrees to implement and complete the project in accordance with the approved grant application as outlined in the original Request for Proposals (RFP).

SECTION 11. CONFLICTS BETWEEN TERMS OF DOCUMENTS

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

BOARD OF STATE AND COMMUNITY CORRECTIONS

EXHIBIT A

**TITLE II FORMULA BLOCK GRANTS PROGRAM
STANDARD CONDITIONS**

ARTICLE 1. ASSIGNMENT

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

ARTICLE 2. AMENDMENT

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

ARTICLE 3. PROJECT COSTS

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

ARTICLE 4. GRANTEE'S GENERAL RESPONSIBILITY

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

ARTICLE 5. GRANTEE ASSURANCES AND COMMITMENTS

A. Compliance with Laws and Regulations

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

B. Fulfillment of Assurances and Declarations

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

C. Use of Grant Funds

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

D. Permits and Licenses

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

E. Contracting Requirements

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

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

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

1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the contractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three years after acceptance of the final grant project audit under the Grant Agreement, and shall be subject to examination and/or audit by the 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 designees, the Department of General Services, the Department of Finance, the Bureau of State Audits, their designated representatives, and federal government auditors or designees, during the course of the project and for a minimum of three years after acceptance of the final grant project audit. The Contractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

ARTICLE 6. PROJECT ACCESS

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

ARTICLE 7. RECORDS

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions that have been taken with respect to the project, in accordance with generally accepted government accounting principles.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to reflect properly the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documents include copies of all awards, applications, approved modifications, financial records, and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are required for consultants and contractors.
- D. The Grantee shall maintain documentation for donated goods and/or services, including the basis for valuation.
- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the 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 8. ACCOUNTING AND AUDIT REQUIREMENTS

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

A. Federal Single Audit Act

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

B. Interim Audit

The 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 be not in compliance with the terms and conditions of this Grant Agreement, or take other remedies legally available.

C. Annual Audit

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

ARTICLE 9. CHANGES

- A. Grantee shall immediately advise the BSCC of any significant problems or changes arising during the course of the project.
- B. No change or modification in the project will be permitted without prior written approval from the 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 component contained in the approved Grant Proposal. Changes shall not be implemented by the project until authorized by the BSCC.
- C. Under no circumstances will any budget line item changes be authorized which would cause the project to exceed the amount of the grant award identified in the Agreement. Further, in no event shall changes be authorized for the indirect costs line item that would result in that line item exceeding ten percent (10%) of the grant award.

ARTICLE 10. DISBURSEMENT

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

ARTICLE 11. WITHHOLDING OF GRANT DISBURSEMENTS

- A. The BSCC may withhold all or any portion of the grant funds provided for by this Grant Agreement in the event that the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. For the final project year, at such time as the balance of federal funds allocated to the Grantee reaches five percent (5%), the BSCC shall withhold that amount as security, to be released to the Grantee upon complying with all grant provisions, including: 1) submittal and approval of the final invoice; 2) submittal and approval of the final progress report; 3) submittal and approval of any additional required reports; and 4) submittal and approval of the final audit.
- C. The 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 subsequent payments to the Grantee or require repayment of an equal amount to the state by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the 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 12. 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 grant proposal or approved modifications;
 - 3) Failure to provide the required local match share of the total project costs;
 - 4) Failure to meet prescribed assurances, commitments, Grant Agreement, record, accounting, auditing, and reporting requirements.
- C. Prior to terminating the Grant Agreement under this provision, the 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 13.

ARTICLE 13. 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 that may occur 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 the cause of the dissatisfaction to the Deputy Director in charge 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:
- state the basis for the dissatisfaction;
 - state the action being requested of the Deputy Director; and,
 - include any documentation related to the cause for dissatisfaction.

- D. The Deputy Director will review the correspondence and related documentation and render a decision on the appeal within 30 calendar days, except in those cases where the Grantee withdraws or abandons the appeal. The procedural time requirement may be waived with the mutual consent of the Grantee and the Deputy Director.
- E. The Deputy Director may render a decision based on the correspondence and related documentation submitted by the Grantee and may consider other relevant sources of information deemed appropriate. The decision of the Deputy Director shall be in writing and shall provide the rationale for the decision.
- F. If the Grantee is dissatisfied with the decision of the Deputy Director, the Grantee may file a request for review by the 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:
- state the basis for the dissatisfaction;
 - state the action being requested of the Executive Director; and
 - include any correspondence related to the appeal.
- G. The Executive Director, after reviewing the appeal and the correspondence related to the review, may decide the matter on the record or request additional information. After a decision is made by the Executive Director, notice of the decision shall be mailed to the Grantee. The decision of the Executive Director shall be final.

ARTICLE 14. WAIVER

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

BOARD OF STATE AND COMMUNITY CORRELATIONS

EXHIBIT B

FEDERAL ASSURANCES

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

1. As required by Section 1352, Title 31 of the U.S. Code, and implemented as 28 CFR, Part 69, the Grantee certifies that:
 - A. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
 - B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Grantee shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - C. The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.
2. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR, Part 67, the Grantee certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a State or Federal Court, or voluntarily excluded from covered transactions by any federal department or agency.
 - B. Have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - C. Are not presently indicted for, or otherwise criminally, or civilly, charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated above.
 - D. Have not, within a three-year period preceding this Grant Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

3. As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, the Grantee certifies that they will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an on-going drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The Grantee's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - C. Making it a requirement that each employee to be engaged in the performance of the grant project be given a copy of the statement required by paragraph (a);
 - D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - E. Notifying the 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 (EEO Plan) if the grant award is more than \$25,000.
6. If the grant award is \$500,000 or more, and Grantee has 50 or more employees, Grantee must submit its EEO Plan within 60 days from the date of this award to the Federal Office for Civil Rights (OCR) (www.ojp.usdoj.gov/ocr). A copy of the federal approval letter must be submitted to the BSCC. If Grantee has a current EEO Plan approval letter, it shall be submitted to the BSCC.
7. Grantee acknowledges that failure to submit the required EEO Plan that is approved by the Office for Civil Rights is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the Grantee is in compliance.
8. In the event a federal or state court or administrative agency makes a finding of discrimination after a due process hearing on grounds of race, color, religion, national origin, sex, or disability against the Grantee, the Grantee will forward a copy of the finding to OCR.
9. Grantee agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the *OJP Financial Guide*, Chapter 19.
10. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789 g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information.
11. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

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:

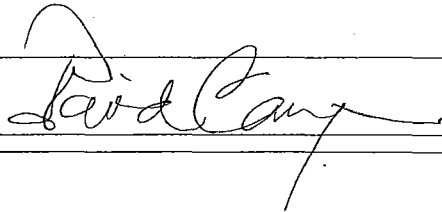
- Small Business Commission Youth Commission Ethics Commission
- Planning Commission Building Inspection Commission

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

Sponsor(s):

Subject:

The text is listed below or attached:

Signature of Sponsoring Supervisor: 

For Clerk's Use Only: