

File No. A1004

Committee Item No. 1

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date October 29, 2014

Board of Supervisors Meeting

Date _____

Cmte Board

- | | | |
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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input 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 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 type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input checked="" type="checkbox"/> | <input 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 |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER (Use back side if additional space is needed)

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Completed by: Linda Wong Date October 24, 2014

Completed by: _____ Date _____

1 [Accept and Expend Grant - Juvenile Justice Accountability Block Grant - \$75,889]

2
3 **Resolution retroactively authorizing the Public Defender's Office to accept and expend**
4 **a grant in the amount of \$75,889 from the Board of State and Community Corrections**
5 **for the purposes of implementing local juvenile justice accountability measures**
6 **through the Juvenile Accountability Block Grant, for the term of July 1, 2014, through**
7 **June 30, 2015.**

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

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

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

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

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

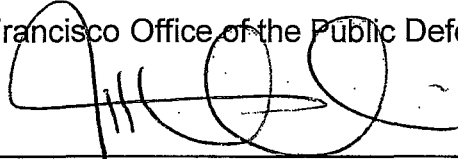
22 FURTHER RESOLVED, That the City and County of San Francisco agrees to provide
23 all matching funds as required for said project (including any amendment thereof), and abide
24 by the statues and regulations governing the JABG Program as well as the terms and
25 conditions of the Grant Agreement as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

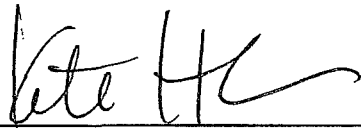
1 FURTHER RESOLVED, That grant funds received hereunder shall not be used to
2 supplant expenditures controlled by this body.

3 RECOMMENDED:

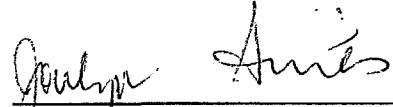
APPROVED:

4
5 San Francisco Office of the Public Defender

6 
7 _____
8 Jeff Adachi, Public Defender
9 City and County of San Francisco

10 
11 _____
12 for Mayor Edwin Lee

13 APPROVED:

14 
15 _____
16 for Ben Rosenfield, Controller

File Number: _____

(Provided by Clerk of Board of Supervisors)

Grant Information Form

(Effective March 2005)

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

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

1. Grant Title: 14/15 Juvenile Accountability Block Grant

2. Department: San Francisco Public Defender's Office

3. Contact Person: Jeff Adachi Telephone: 415-553-1671

4. Grant Approval Status (check one):

Approved by funding agency

Not yet approved

5. Amount of Grant Funding Approved or Applied for: \$ 75,889

6a. Matching Funds Required: \$ 8,432

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 project addresses the backlog of public defender cases while working to identify community-based alternatives and out-of-home placements for youth who would otherwise remain in custody unnecessarily. JABG will be used to fund the Public Defender Placement Assistance Program. Public Defender will represent clients in juvenile court matters, obtain appropriate assessments of clients including educational and mental health assessments, and identify and build partnerships with community-based alternatives to detention and other supportive community-based services**

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

Start-Date: July 1, 2014

End-Date: June 30, 2015

10a. Amount budgeted for contractual services: NONE

b. Will contractual services be put out to bid? N/A

c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? N/A

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

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

12. Any other significant grant requirements or comments:

****Disability Access Checklist****

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

Existing Site(s)

Existing Structure(s)

Existing Program(s) or Service(s)

Rehabilitated Site(s)

Rehabilitated Structure(s)

New Program(s) or Service(s)

New Site(s)

New Structure(s)

14. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

Departmental or Mayor's Office of Disability Reviewer:

Arlene Laxamana
(Name)

Date Reviewed: August 22, 2014

Department Approval:

Jeff Adachi
(Name)

Public Defender
(Title)

(Signature)

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

AGREEMENT NUMBER BSCC 170-14
REGISTRATION NUMBER

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

STATE AGENCY'S NAME BOARD OF STATE AND COMMUNITY CORRECTIONS
CONTRACTOR'S NAME SAN FRANCISCO COUNTY

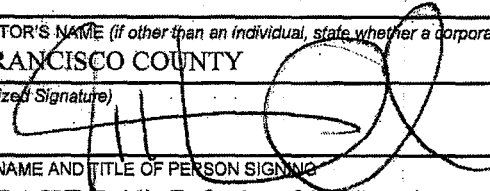

2. The term of this Agreement is: **JULY 1, 2014** through **JUNE 30, 2015**

3. The maximum amount of this Agreement is: **\$ 75,889.00**
SEVENTY-FIVE THOUSAND, EIGHT HUNDRED EIGHTY-NINE 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 – Juvenile Accountability Block Grants Program Standard Conditions 6 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.documents.dgs.ca.gov/ols/GTC-610.doc.

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

CONTRACTOR		California Department of General Services Use Only <input checked="" type="checkbox"/> Exempt per: State Contracting Manual (SCM) 4.06
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) SAN FRANCISCO COUNTY		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 7/29/2014	
PRINTED NAME AND TITLE OF PERSON SIGNING JEFF ADACHI, Public Defender of San Francisco		
ADDRESS 555 7th Street San Francisco, CA 94103		
STATE OF CALIFORNIA		
AGENCY NAME BOARD OF STATE AND COMMUNITY CORRECTIONS		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING WILLIAM J. CROUT, Deputy Director		
ADDRESS 600 Bercut Drive Sacramento, CA 95811		

JUVENILE ACCOUNTABILITY BLOCK GRANTS PROGRAM

This Grant Agreement is between the

State of California, **Board of State and Community Corrections**, hereafter referred to as the "BSCC"

and

San Francisco County,

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

The parties agree as follows:

SECTION 1. PROJECT SUMMARY

Juvenile Accountability Block Grant funds will be used to support the Public Defender Placement Assistance Program. The project addresses indigent defense of youth in the delinquency system and the backlog of public defender cases while working to identify community-based alternatives and out-of-home placements for youth who would otherwise remain in custody unnecessarily. Public Defender will represent clients in juvenile court matters, obtain appropriate assessments of clients including educational and mental health assessments, and identify and build partnerships with community-based alternatives to detention and other supportive community-based services.

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 as 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 most 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 relating to any controversies that may arise under or in connection with the interpretation, performance, or payment for work performed under this Grant Agreement. Disputes shall be resolved in accordance with the provisions of Exhibit A.
- B. The Grantee project officials shall be those identified as follows and as specified in Section 1 of the Application for Funding:

Authorized officer with legal authority to sign:

NAME: Jeff Adachi
TITLE: Public Defender of San Francisco
ADDRESS: 555 7th Street, San Francisco, CA 94103
TELEPHONE: (415) 553-9520
FAX: (415) 553-1607
EMAIL: jeff.adachi@sfgov.org

Designated financial officer authorized to receive warrants:

NAME: Angela Auyong
TITLE: Financial Officer
ADDRESS: 555 7th Street, San Francisco, CA 94103
TELEPHONE: (415) 553-1677
FAX: (415) 553-1607
EMAIL: 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, including results for the Federal performance indicators, in a format developed by the BSCC that describes progress made with respect to program objectives and activities.

Due dates are as follows:

Reporting Periods

Due (No Later Than):

- | | |
|--|-------------------|
| 1. July 1, 2014 through September 30, 2014 | November 15, 2014 |
| 2. October 1, 2014 through December 31, 2014 | February 15, 2015 |
| 3. January 1, 2015 through March 31, 2015 | May 15, 2015 |
| 4. April 1, 2015 through June 30, 2015 | August 15, 2015 |

- B. Grantee will submit all other reports and data as required by the BSCC.

SECTION 5. INVOICES

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

SECTION 6. GRANT AMOUNT AND LIMITATION

Under no circumstances shall the BSCC be obligated to pay any amount in excess of the Grantee's 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 award amount.

SECTION 7. AVAILABILITY OF FUNDS

- A. Grantee agrees that the BSCC's obligation to pay any sum 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 United States Congress and California Legislature.
- B. Subject to any additional restrictions, limitations, statutes or conditions enacted by the United States Congress, the outlined provisions, terms and funding may change at any time during the life of this Grant Agreement.

SECTION 8. BUDGET

LINE ITEM	GRANT FUNDS	CASH MATCH	IN-KIND MATCH	TOTAL
1. Salaries & Benefits	\$75,889	\$8,432		\$84,321
2. Services & Supplies				\$0
3. Professional Services				\$0
4. CBO Contracts				\$0
5. Administrative Overhead				\$0
6. Fixed Assets/Equipment				\$0
7. Other				\$0
TOTAL	\$75,889	\$8,432	\$0	\$84,321

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 grant period. NOTE: Should an extension be needed, please provide in advance of the deadline a written justification that indicates the reason(s) for the extension and the timeframe needed.

OR

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

SECTION 10. SCOPE OF WORK

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

SECTION 11. CONFLICTS BETWEEN DOCUMENT TERMS

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

- 1) Grant Agreement Sections 1 through 11
- 2) Exhibit B, Federal Assurances
- 3) Exhibit A, Juvenile Accountability Block Grants Standard Conditions
- 4) Exhibit C, GTC 610

EXHIBIT A

JUVENILE ACCOUNTABILITY 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 Application for Funding. 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 Application for Funding, 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 for services where activities are necessary for the program/project implementation. Grantee agrees that in the event of any inconsistency between the Grant Agreement, its Exhibits and Grantee's agreement for services with a contractor, the Grant Agreement and its Exhibits will prevail. Grantee shall ensure that the contractor complies with all requirements of the Grant Agreement.

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

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

1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the contractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after 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 (3) years after acceptance of the final grant project audit. The Contractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

3) Non-discrimination Clause

During the performance of this Agreement, Contractor and its subcontractors shall comply with all Federal statutes relating to non-discrimination, including but not limited to

prohibitions against discrimination on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age or marital status.

ARTICLE 6. PROJECT ACCESS

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 properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source 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 (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

ARTICLE 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 not be 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 that arise during the course of the project.
- B. No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in the Application for Funding. Changes shall not be implemented by the project until authorized by the BSCC.
- C. Under no circumstances will any budget line item changes be authorized which would cause the project to exceed the amount of the grant award identified in the Grant Agreement. Further, in no event shall changes be authorized for the Indirect Costs/Administrative Overhead line item that would result in that line item exceeding five percent (5%) 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 by this Grant Agreement in the event that the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of 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 compliance with all grant provisions, including: 1) submittal and approval of the final invoice; 2) submittal and approval of the final progress report; 3) submittal and approval of any additional required reports; and 4) submittal and approval of the final audit.
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently discovered to be ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the state by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

ARTICLE 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 Application for Funding or approved modifications;
 - 3) Failure to provide the required local match share of the total project costs;
 - 4) Failure to meet prescribed assurances, commitments, Grant Agreement, and recording, accounting, auditing, and reporting requirements.

- C. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with Article 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 shall:
- state the basis for the dissatisfaction;
 - state the action being requested of the Deputy Director; and,
 - include any correspondence/documentation related to the cause for dissatisfaction.
- D. The Deputy Director will review the correspondence and related documentation and render a decision on the appeal within 30 calendar days, except in those cases where the Grantee withdraws or abandons the appeal. The procedural time requirement may be waived with the mutual consent of the Grantee and the Deputy Director.
- E. The Deputy Director may render a decision based on the correspondence and related documentation submitted by the Grantee and may consider other relevant sources of information deemed appropriate. The decision of the Deputy Director shall be in writing and shall provide the rationale for the decision.
- F. If the Grantee is dissatisfied with the decision of the Deputy Director, the Grantee may file a request for review by the BSCC Executive Director. Such a request shall be filed within 30 calendar days after receipt of the Deputy Director's decision. The requested review shall be in writing, and shall:
- state the basis for the dissatisfaction;
 - state the action being requested of the Executive Director; and
 - include any correspondence/documentation related to the appeal.
- G. The Executive Director, after reviewing the appeal and the correspondence related to the review, may decide the matter on the record or request additional information. After a decision is made by the Executive Director, notice of the decision shall be mailed to the Grantee. The decision of the Executive Director shall be final.

ARTICLE 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.

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 sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements and subcontracts) and that all sub-recipients 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 (EEOP) if the grant award is more than \$25,000.
 6. If the grant award is \$500,000 or more, and the Grantee has 50 or more employees, Grantee must submit its EEOP within 60 days from the date of this award to the Federal Office for Civil Rights (OCR) (www.ojp.usdoj.gov/ocr). A copy of the federal approval letter must be submitted to the BSCC. If Grantee has a current EEOP approval letter, it shall be submitted to the BSCC.
 7. Grantee acknowledges that failure to submit the required EEOP that is approved by the Office for Civil Rights (OCR) is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the Grantee is in compliance.
 8. In the event a Federal or State court or administrative agency makes a finding of discrimination after a due

process hearing on grounds of race, color, religion, national origin, sex, or disability against the Grantee, the Grantee will forward a copy of the finding to OCR.

9. Grantee agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, 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.

**JUVENILE ACCOUNTABILITY BLOCK GRANT (JABG) PROGRAM
2014/15 DIRECT ALLOCATION APPLICATION
SECTION I: APPLICANT INFORMATION**

APPLICANT NAME				TELEPHONE NUMBER	CFDA#	FEDERAL EMPLOYER IDENTIFICATION NUMBER	
San Francisco Office of the Public Defender				415-753-7601	16.523	94-6000417	
STREET ADDRESS		CITY		STATE	ZIP CODE		
555 7 th Street		San Francisco		CA	94103		
MAILING ADDRESS (if different)		CITY		STATE	ZIP CODE		
Public Defender Placement Program		18) Indigent defense		\$84,321			
<p>The Public Defender Placement Program partially funds an attorney position for indigent defense of youth in the delinquency system. All youth who are either committed to out of home placement or to the Log Cabin County Camp are removed from their homes and their communities for period of a year or more. Prior to their commitments youth are in detention. Upon a commitment of out of home placement, the attorney immediately assesses the individualized needs of the youth, incorporating the express interest of the youth in his/her placement, and works collaboratively with the Court and the Juvenile Probation Department in identifying the appropriate foster care placement to ensure a speedy and appropriate placement for the youth. The Placement Attorney has been successful in reducing out of home placement detention delay for her clients to an average of two to three weeks. While youth are in placement or county camp commitments, the Placement Attorney maintains close contact with the youth and their families to ensure that the youth are doing well in their placements, addresses the many needs and concerns of the youth and their families, and begins to focus on reentry planning for the eventual reunification of the youth to their families and their communities. The Placement Attorney also advocates for the educational, mental, and behavioral health needs of the youth. The Placement Attorney will serve up to 125 unduplicated youth per year. By expediting youth from detention to their placements, the attorney has been able to reduce disproportionate minority confinement. She also works collaboratively with the Juvenile Collaborative Reentry Court (JCRC) a dedicated team of justice partners including a probation officer, community based case manager, social worker and judge to ensure a smooth transition of youth returning home from long term removal. The Attorney incorporates the use of evidence based practices as part of JCRU which can involve Team Decision Making, risk assessment needs assessment through the Youth Assessment and Screening Instrument (YASI) and the Child and Adolescent Needs and Strengths Assessment (CANS) to ensure successful placement, reentry planning, transition, and public safety.</p>							
				July 1, 2014 thru June 30, 2015			
AGENCY NAME							
San Francisco Office of the Public Defender							
NAME, TITLE OF PROJECT DIRECTOR				TELEPHONE NUMBER			
Patricia Lee, Managing Attorney, Juvenile Unit				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	
DESIGNATED FINANCIAL OFFICER							
NAME, TITLE				TELEPHONE NUMBER			
Angela Auyong				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	
DESIGNATED FINANCIAL OFFICER							
NAME AND TITLE				TELEPHONE NUMBER			
Patricia Lee, Managing Attorney Juvenile Unit				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	
DESIGNATED FINANCIAL OFFICER							
NAME AND TITLE OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY TO SIGN)				TELEPHONE NUMBER			
Jeff Adachi, San Francisco Public Defender				415-553-9520			
STREET ADDRESS		CITY		STATE		ZIP CODE	
						FAX NUMBER	

555 7 th Street	San Francisco	CA	94103	415-553-1607
MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE	E-MAIL ADDRESS
APPLICANT'S SIGNATURE 				DATE July 8, 2014

SECTION II: PROJECT INFORMATION

A. PROJECT DESCRIPTION:

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

1. Describe the project(s)/program(s) to be supported with JABG funds.
2. Define project goals and major activities/services.
3. Define the juvenile justice population(s) to be served by the project, including the estimated number of youth.
4. Support the project need with local data/information.
5. Describe staffing, including classification and number of staff required to achieve project goals.

Public Defender Placement Program:

1. **The Public Defender Placement Program will support one full time staff attorney to represent youth who have been committed to out of home placement, ranch and other long term commitments. This representation will begin immediately upon commitment and will continue for the youth throughout their entire period of probation including those youth who now qualify for AB12 extended foster care funding and services.**
2. **The project goals and major activities/services include:**
 - i. **Direct referrals to appropriate residential programs**
 - ii. **Identification of placement needs through conferencing with minor/family and other reentry team members including thorough review of relevant, social, psychological and school reports.**
 - iii. **Close collaboration and monitoring of placement efforts with the probation department and the Court through regular meetings, court hearings, contacts with family members, and contacts with client and placement representatives.**
 - iv. **Unreasonable delays are brought to the court's attention to ensure accountability.**
 - v. **Youth involved in multiple systems, such as mental health, special education, or foster care can result in extended detention delays. The attorney collaborates with the reentry team to identify the proper individualized array of services among multiple systems to expedite timely and appropriate placement. The attorney will advocate in school disciplinary and school Individualized Education Plan hearing for the youth to ensure that they are in the appropriate school setting and that they are receiving the necessary special education services for the youth. Mental health and substance abuse issues are evident in a majority of our clients and early identification through appropriate assessments and treatment are addressed by the Placement attorney to ensure successful placement and reentry.**
 - vi. **Cooperation and coordination of reentry team and other key service providers reduces placement detention time. Regular case conferencing and communication reduces inefficiencies and also improves placement and reentry outcomes for youth.**
 - vii. **Maintain regular contact with placement clients to address, needs, problems and concern in order to achieve successful graduation from placement and successful reentry to the community.**

- viii. **Ensure proper case plans are developed and individualized to serve minor's needs and complied with to promote family reunification and public safety.**
- ix. **Reduce number of youth in out of home placement or detention through effective utilization of community resources and family involvement.**
- x. **Engage family members of clients with early outreach and family assessment to determine needs of the minor for eventual reentry to the community.**
- xi. **The attorney will advocate in school disciplinary and school Individualized Education Plan hearings for the youth to ensure that they are in the appropriate school setting and that they are receiving the necessary special education services for the youth.**
- xii. **File motions to modify Ranch youth for early release to home or to out of home placement.**

**3. Cases per FY:
125 youth per year**

- 4. Over the past 15 years, San Francisco has established itself as a national leader in developing alternatives to secure detention for juvenile justice involved youth and in establishing innovative community-based aftercare programs. Consistent with a nationwide trend of declining juvenile arrests, San Francisco's juvenile arrest rates have declined 46.3% from 1995 to 2005. The number of youth ordered to the California Division of Juvenile Justice has also decreased dramatically, with only 8 San Francisco youth committed there since 2007, a 58% decline since 2000. No Public Defender client has been committed to DJJ since 2004. Due to the Juvenile Collaborative Reentry Court (JCRC) of which the placement attorney is an active team member, San Francisco has seen continued success in reducing juvenile arrest and detentions. However that success comes despite the ongoing disparities in arrest and detention rates. The majority of juvenile-justice-involved youth in San Francisco are African Americans and Latinos originating from specific, low-income communities with high levels of violence and gang activity. In 2011, African American and Latino youth comprised 48.34% and 27.55% of juvenile probation referrals, respectively, despite the fact that African American juveniles make up only 12% of San Francisco youth ages 10 to 17, and Latino juveniles make up only 23%. In 2008, 108 of San Francisco's 205 out of home placement (53%) ended in placement failure, with African American and Latino youth comprising 72% and 21% of placement failures, respectively (SF Juvenile Probation Department). The majority of the placement failures were non-public defender clients. With the JCRC program and our dedicated full time placement attorney, those numbers have improved significantly with only 31% of out of home placements in 2011 ending in placement failure. Disproportionate numbers of youth of color continues, with African American and Latino youth making up 65% and 21% of those failures thereby indicating a need to continue placement advocacy for youth of color.**
- 5. The staffing for the Public Defender Placement Program will include one full time attorney position.**

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

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

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

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

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

18) **Hiring court-appointed defenders:** Provide training, coordination, and innovative strategies for indigent defense services - \$84,432.

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

#18 Indigent defense – Output measure/482 Number of technical assistance requests received – Output measure/492 Number and percent of youth that through the court or probation system participate in indigent defense programming

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

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

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

JABG Purpose Areas

Core Measures

Performance Measures Matrix
([PDF](#) | [MS Word](#))

1 Graduated Sanctions

Performance Measures Matrix
([PDF](#) | [MS Word](#))

2 Facilities

Performance Measures Matrix
([PDF](#) | [MS Word](#))

3 Hiring Court Staff/Pretrial Services

Performance Measures Matrix
([PDF](#) | [MS Word](#))

4 Hiring Prosecutors

Performance Measures Matrix
([PDF](#) | [MS Word](#))

5 Funding for Prosecutors

Performance Measures Matrix
([PDF](#) | [MS Word](#))

6 Training Law Enforcement/Court Personnel

Performance Measures Matrix
([PDF](#) | [MS Word](#))

7 Gun Courts

Performance Measures Matrix
([PDF](#) | [MS Word](#))

8 Drug Courts

Performance Measures Matrix
([PDF](#) | [MS Word](#))

9 Juvenile Records

Performance Measures Matrix
([PDF](#) | [MS Word](#))

10 Information Sharing

Performance Measures Matrix
([PDF](#) | [MS Word](#))

11 Accountability-Based Programs

Performance Measures Matrix
([PDF](#) | [MS Word](#))

12 Risk/Needs Assessments

Performance Measures Matrix
([PDF](#) | [MS Word](#))

13 School Safety

Performance Measures Matrix
([PDF](#) | [MS Word](#))

14 Restorative Justice

Performance Measures Matrix
([PDF](#) | [MS Word](#))

15 Court/Probation Programming

Performance Measures Matrix
([PDF](#) | [MS Word](#))

16 Hiring Detention/Corrections staff

Performance Measures Matrix
([PDF](#) | [MS Word](#))

17 Reentry

Performance Measures Matrix
([PDF](#) | [MS Word](#))

18 Indigent Defense

Performance Measures Matrix
([PDF](#) | [MS Word](#))

C. **R.E.D. REGIONAL TRAINING:** In the space below enter the number and position(s) of the staff you intend to send to R.E.D. regional trainings. **2 persons, placement attorney and placement youth advocate**

SECTION III: BUDGET INFORMATION

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

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

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

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

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

Salaries and Benefits	\$	75,889.00	\$	8,432.00	\$	84,321.00
Services and Supplies					\$	-
Professional Services					\$	-
CBO Contracts					\$	-
Administrative Overhead					\$	-
Fixed Assets/Equipment					\$	-
Other					\$	-
Total	\$	75,889.00	\$	8,432.00	\$	84,321.00

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

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

1. SALARIES AND BENEFITS: Number of staff, classification, salary and benefits.

One attorney position (8177 class) Salary: \$177,814, Benefits: \$37,018

Match source of \$8,432 is budgeted under the Public Defender general fund

2. SERVICES AND SUPPLIES: Includes leases, rent, and utilities.

3. PROFESSIONAL SERVICES: Includes evaluator, consultant services, therapists, and other professionals as required.

4. COMMUNITY-BASED ORGANIZATIONS: Name of organization and services to be provided.

5. ADMINISTRATIVE OVERHEAD: Indicate percentage and how calculated. This total may not exceed 5% of the grant funds.

6. FIXED ASSETS/EQUIPMENT: Office equipment, vehicles, and other equipment necessary to perform program activities.

7. OTHER: This includes travel, training costs, and any other items not covered above but necessary to meet program goals.

SECTION IV: LOCAL ADVISORY BOARD

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

Date of meeting to approve application: Juvenile Justice Coordinating Council September, 2014

Name	Title	Agency
Sarah Schumann	Director of Probation Services	Juvenile Probation Department
Patricia Lee	Managing Attorney	SF Public Defender's Office
Jeanne Roland	Managing Attorney	SF District Attorney's Office
Dirk Beijen	Commissioner	Juvenile Probation Commission
Ron Steuckle	Chairman	Juvenile Justice Providers Association
Glenn Eagleson	Director	Office of Economic and Workforce Development
Wendy Still	Chief	Adult Probation Department
Maria Sui		

SECTION V: GOVERNING BOARD RESOLUTION

As part of the grant application process, applicants must submit a resolution from the City Council/Board of Supervisors addressing specified issues. **Please see Attachment D for a Sample Resolution.** The resolution need not be submitted at the same time as the application document; however, the original resolution or copy thereof must be provided to the BSCC prior to a grant award agreement being signed. Resolutions may be directed by mail to the JABG Coordinator, Colleen Stoner at the Board of State and Community Corrections, 600 Bercut Drive, Sacramento, CA 95811.

SECTION VI: AUDIT IDENTIFICATION

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

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

OR

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

**PLEASE E-MAIL YOUR COMPLETED APPLICATION
BY MAY 30, 2014**

To
Colleen.Stoner@bscc.ca.gov

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Angela Auyong
DATE: August 22, 2014
SUBJECT: Accept and Expend Resolution for Subject Grant
GRANT TITLE: Juvenile Accountability Block Grant

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

- X Proposed grant ordinance; 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 Standard Agreement from Board of State and Community Corrections
- ___ Other (Explain):

Special Timeline Requirements:

Departmental representative to receive a copy of the adopted resolution:

Name: Jeff Adachi Phone: 415-553-9520

Interoffice Mail Address: 555 7th Street
San Francisco, CA 94103

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 resolutions authorizing a Department to accept and expend grant funds.

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

- 1. Grant Title: 14/15 Juvenile Accountability Block Grant
- 2. Department: San Francisco Public Defender's Office
- 3. Contact Person: Jeff Adachi Telephone: 415-553-1671
- 4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved

5. Amount of Grant Funding Approved or Applied for: \$ 75,889

- 6a. Matching Funds Required: \$ 8,432
- 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 project addresses the backlog of public defender cases while working to identify community-based alternatives and out-of-home placements for youth who would otherwise remain in custody unnecessarily. JABG will be used to fund the Public Defender Placement Assistance Program. Public Defender will represent clients in juvenile court matters, obtain appropriate assessments of clients including educational and mental health assessments, and identify and build partnerships with community-based alternatives to detention and other supportive community-based services**

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

Start-Date: July 1, 2014 End-Date: June 30, 2015

10a. Amount budgeted for contractual services: NONE

- b. Will contractual services be put out to bid? N/A
- c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? N/A
- d. Is this likely to be a one-time or ongoing request for contracting out? N/A

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

12. Any other significant grant requirements or comments:

****Disability Access Checklist****

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

Existing Site(s)

Existing Structure(s)

Existing Program(s) or Service(s)

Rehabilitated Site(s)

Rehabilitated Structure(s)

New Program(s) or Service(s)

New Site(s)

New Structure(s)

14. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

Departmental or Mayor's Office of Disability Reviewer:

Arlene Laxamana
(Name)

Date Reviewed: August 22, 2014

Department Approval:

Jeff Adachi
(Name)

Public Defender
(Title)

(Signature)

AGREEMENT NUMBER BSCC 170-14
REGISTRATION NUMBER

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

STATE AGENCY'S NAME
BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR'S NAME
SAN FRANCISCO COUNTY

2. The term of this Agreement is: **JULY 1, 2014** through **JUNE 30, 2015**

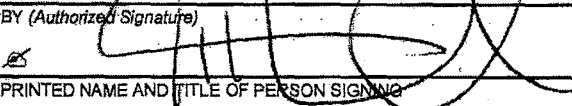

3. The maximum amount of this Agreement is: **\$ 75,889.00**
SEVENT-FIVE THOUSAND, EIGHT HUNDRED EIGHTY-NINE DOLLARS AND NO CENTS

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 – Juvenile Accountability Block Grants Program Standard Conditions | 6 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.documents.dgs.ca.gov/ols/GTC-610.doc.

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) SAN FRANCISCO COUNTY		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 7/29/2014	
PRINTED NAME AND TITLE OF PERSON SIGNING JEFF ADACHI, Public Defender of San Francisco		
ADDRESS 555 7th Street San Francisco, CA 94103		
STATE OF CALIFORNIA		
AGENCY NAME BOARD OF STATE AND COMMUNITY CORRECTIONS		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING WILLIAM J. CROUT, Deputy Director		
ADDRESS 600 Bercut Drive Sacramento, CA 95811		
		<input checked="" type="checkbox"/> Exempt per: State Contracting Manual (SCM) 4.06

JUVENILE ACCOUNTABILITY BLOCK GRANTS PROGRAM

This Grant Agreement is between the

State of California, Board of State and Community Corrections, hereafter referred to as the "BSCC"

and

San Francisco County,

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

The parties agree as follows:

SECTION 1. PROJECT SUMMARY

Juvenile Accountability Block Grant funds will be used to support the Public Defender Placement Assistance Program. The project addresses indigent defense of youth in the delinquency system and the backlog of public defender cases while working to identify community-based alternatives and out-of-home placements for youth who would otherwise remain in custody unnecessarily. Public Defender will represent clients in juvenile court matters, obtain appropriate assessments of clients including educational and mental health assessments, and identify and build partnerships with community-based alternatives to detention and other supportive community-based services.

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 as 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 most 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 relating to any controversies that may arise under or in connection with the interpretation, performance, or payment for work performed under this Grant Agreement. Disputes shall be resolved in accordance with the provisions of Exhibit A.
- B. The Grantee project officials shall be those identified as follows and as specified in Section 1 of the Application for Funding:

Authorized officer with legal authority to sign:

NAME: Jeff Adachi
TITLE: Public Defender of San Francisco
ADDRESS: 555 7th Street, San Francisco, CA 94103
TELEPHONE: (415) 553-9520
FAX: (415) 553-1607
EMAIL: jeff.adachi@sfgov.org

Designated financial officer authorized to receive warrants:

NAME: Angela Auyong
TITLE: Financial Officer
ADDRESS: 555 7th Street, San Francisco, CA 94103
TELEPHONE: (415) 553-1677
FAX: (415) 553-1607
EMAIL: 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, including results for the Federal performance indicators, in a format developed by the BSCC that describes progress made with respect to program objectives and activities.

Due dates are as follows:

Reporting Periods

Due (No Later Than):

- | | |
|--|-------------------|
| 1. July 1, 2014 through September 30, 2014 | November 15, 2014 |
| 2. October 1, 2014 through December 31, 2014 | February 15, 2015 |
| 3. January 1, 2015 through March 31, 2015 | May 15, 2015 |
| 4. April 1, 2015 through June 30, 2015 | August 15, 2015 |

- B. Grantee will submit all other reports and data as required by the BSCC.

SECTION 5. INVOICES

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

SECTION 6. GRANT AMOUNT AND LIMITATION

Under no circumstances shall the BSCC be obligated to pay any amount in excess of the Grantee's 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 award amount.

SECTION 7. AVAILABILITY OF FUNDS

- A. Grantee agrees that the BSCC's obligation to pay any sum 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 United States Congress and California Legislature.
- B. Subject to any additional restrictions, limitations, statutes or conditions enacted by the United States Congress, the outlined provisions, terms and funding may change at any time during the life of this Grant Agreement.

SECTION 8. BUDGET

LINE ITEM	GRANT FUNDS	CASH MATCH	IN-KIND MATCH	TOTAL
1. Salaries & Benefits	\$75,889	\$8,432		\$84,321
2. Services & Supplies				\$0
3. Professional Services				\$0
4. CBO Contracts				\$0
5. Administrative Overhead				\$0
6. Fixed Assets/Equipment				\$0
7. Other				\$0
TOTAL	\$75,889	\$8,432	\$0	\$84,321

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 grant period. NOTE: Should an extension be needed, please provide in advance of the deadline a written justification that indicates the reason(s) for the extension and the timeframe needed.

OR

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

SECTION 10. SCOPE OF WORK

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

SECTION 11. CONFLICTS BETWEEN DOCUMENT TERMS

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

- 1) Grant Agreement Sections 1 through 11
- 2) Exhibit B, Federal Assurances
- 3) Exhibit A, Juvenile Accountability Block Grants Standard Conditions
- 4) Exhibit C, GTC 610

EXHIBIT A

JUVENILE ACCOUNTABILITY 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 Application for Funding. 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 Application for Funding, 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 for services where activities are necessary for the program/project implementation. Grantee agrees that in the event of any inconsistency between the Grant Agreement, its Exhibits and Grantee's agreement for services with a contractor, the Grant Agreement and its Exhibits will prevail. Grantee shall ensure that the contractor complies with all requirements of the Grant Agreement.

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

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

1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the contractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after 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 (3) years after acceptance of the final grant project audit. The Contractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

3) Non-discrimination Clause

During the performance of this Agreement, Contractor and its subcontractors shall comply with all Federal statutes relating to non-discrimination, including but not limited to

prohibitions against discrimination on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age or marital status.

ARTICLE 6. PROJECT ACCESS

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 properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source 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 (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

ARTICLE 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 not be 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 that arise during the course of the project.
- B. No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in the Application for Funding. Changes shall not be implemented by the project until authorized by the BSCC.
- C. Under no circumstances will any budget line item changes be authorized which would cause the project to exceed the amount of the grant award identified in the Grant Agreement. Further, in no event shall changes be authorized for the Indirect Costs/Administrative Overhead line item that would result in that line item exceeding five percent (5%) 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 by this Grant Agreement in the event that the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of 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 compliance with all grant provisions, including: 1) submittal and approval of the final invoice; 2) submittal and approval of the final progress report; 3) submittal and approval of any additional required reports; and 4) submittal and approval of the final audit.
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently discovered to be ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the state by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

ARTICLE 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 Application for Funding or approved modifications;
 - 3) Failure to provide the required local match share of the total project costs;
 - 4) Failure to meet prescribed assurances, commitments, Grant Agreement, and recording, accounting, auditing, and reporting requirements.

- C. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with Article 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 shall:
- state the basis for the dissatisfaction;
 - state the action being requested of the Deputy Director; and,
 - include any correspondence/documentation related to the cause for dissatisfaction.
- D. The Deputy Director will review the correspondence and related documentation and render a decision on the appeal within 30 calendar days, except in those cases where the Grantee withdraws or abandons the appeal. The procedural time requirement may be waived with the mutual consent of the Grantee and the Deputy Director.
- E. The Deputy Director may render a decision based on the correspondence and related documentation submitted by the Grantee and may consider other relevant sources of information deemed appropriate. The decision of the Deputy Director shall be in writing and shall provide the rationale for the decision.
- F. If the Grantee is dissatisfied with the decision of the Deputy Director, the Grantee may file a request for review by the BSCC Executive Director. Such a request shall be filed within 30 calendar days after receipt of the Deputy Director's decision. The requested review shall be in writing, and shall:
- state the basis for the dissatisfaction;
 - state the action being requested of the Executive Director; and
 - include any correspondence/documentation related to the appeal.
- G. The Executive Director, after reviewing the appeal and the correspondence related to the review, may decide the matter on the record or request additional information. After a decision is made by the Executive Director, notice of the decision shall be mailed to the Grantee. The decision of the Executive Director shall be final.

ARTICLE 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.

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 sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements and subcontracts) and that all sub-recipients 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) if the grant award is more than \$25,000.
6. If the grant award is \$500,000 or more, and the Grantee has 50 or more employees, Grantee must submit its EEO 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 approval letter, it shall be submitted to the BSCC.
7. Grantee acknowledges that failure to submit the required EEO that is approved by the Office for Civil Rights (OCR) is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the Grantee is in compliance.
8. In the event a Federal or State court or administrative agency makes a finding of discrimination after a due

process hearing on grounds of race, color, religion, national origin, sex, or disability against the Grantee, the Grantee will forward a copy of the finding to OCR.

9. Grantee agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, 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.

**BOARD OF STATE AND
COMMUNITY CORRECTIONS**

600 Bercut Drive, Sacramento, CA 95811

916.445.5073 PHONE

916.327.3317 FAX

bscc.ca.gov

**Juvenile Accountability Block
Grant (JABG) Program
Fiscal Year 2014/2015**

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

April 17, 2014

Applications due by 5:00 p.m., May 30, 2014

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

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Overview of Grant Award

The Juvenile Accountability Block Grants (JABG) Program, administered at the federal level by the Office of Juvenile Justice and Delinquency Prevention (OJJDP), supports state and local efforts to reduce juvenile crime through programs that focus on offender accountability (Public Law 107-273). As the designated state agency for this federally funded program, the Board of State and Community Corrections (BSCC) distributes the Federal annual allocations to those local jurisdictions meeting the federal funding threshold to receive a direct allocation. The grant year will cover July 1, 2014 through June 30, 2015.

It should be noted that the JABG program was not funded at the federal level in FY 2014/15 and funding for future years remains uncertain. Due to timing issues associated with the release of federal funds, the BSCC has a reserve of JABG funding from previous year allocations that have not been dispersed. This will allow the local jurisdictions that meet the FY 2013/14 threshold for receiving a direct allocation (see Attachment A) to be funded by the BSCC for the project period of July 1, 2014 to June 30, 2015. The local allocation amounts as determined by OJJDP for FY 2013/14 were significantly reduced from previous years, however, the BSCC will offset this reduction with the use of some one-time discretionary JABG funding. This discretionary funding if unused will revert back to the federal government rather than directly benefiting the California local programs that qualify for JABG funding. Although the BSCC will support local projects to the extent that any reserved funding will allow, continued funding for direct allocations and/or enhancements will be dependent upon the outcome of future federal appropriations.

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

1. Disproportionate Minority Contact (DMC), now referred to as Reducing Racial and Ethnic Disparities (R.E.D.) – includes direct services, education/awareness, and support through resources and advocacy to address any disparities in the decision-making processes within the juvenile justice system that impact youth of color and the corresponding disproportionality of youth of color coming into contact with the juvenile justice system.
2. Evidence-Based Practices (EBP) – places an emphasis on achieving measurable outcomes and making sure that the services provided and the resources used are effective. It involves using research-based, and scientific studies to identify interventions that reliably produce significant reductions in recidivism, when correctly applied to offender populations through the use of the following four principles of effective intervention:
 - a. Risk Principle – focuses attention on the crucial question of WHO is being served and calls for targeting the highest risk offenders.
 - b. Need Principle – requires that priority be given to addressing criminogenic risk/need factors with a clear focus on WHAT programs are delivered.
 - c. Treatment Principle – conveys the importance of using behavioral treatment approaches to achieve the best possible outcomes and requires attention to the questions of HOW programs are delivered.
 - d. Fidelity Principle – draws attention to HOW WELL programs are delivered and reiterates the necessity that programs be implemented as designed.

Successful implementation of EBP includes organizational development to create and sustain a culture accepting of best practices and evidence-based approaches, including a commitment to initial and ongoing professional development and training, use of validated risk/needs assessment tools, data collection and analysis, use of programs and practices known to produce positive criminal justice outcomes, quality assurance assessments to ensure program fidelity, performance management to improve programs and policies, a "systems change approach" to develop collaborations so that tasks, functions and sub-units work effectively together and not at cross-purposes, and a focus on sustainability.

3. A strategy to support efforts to develop and strengthen services, programs, and policies that promotes positive outcomes for youth, their families, and communities – focuses on system improvement of juvenile detention policy and practice, and may include 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).

The SACJJDP encourages JABG recipients to align the use of their direct allocation with the three priority areas identified in the SACJJDP's Strategic Plan.

Application Requirements

Due Date: This application is due to the BSCC via e-mail by **May 30, 2014**. A signed, hard copy of the application is to follow, submitted by the applicant via U.S. mail.

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

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

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

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

Disbursement of Grant Funds: Disbursement of grant funds occurs on a reimbursement basis for actual project costs incurred during a reporting period. Grantees must submit invoices online to the BSCC on a quarterly basis, within 45 days following the end of the reporting period. Grantees must maintain adequate supporting documentation for all costs, both grant and match, claimed on invoices.

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

Resolution: Applicants must submit a resolution from their governing board (City Council or Board of Supervisors) addressing specific requirements. **Please see Attachment C for a Sample Resolution.** The resolution must be on file with the BSCC prior to a finalized grant award agreement being executed.

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

DMC/R.E.D. Training: DMC/R.E.D. 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. To receive federal funding, the State of California is required to demonstrate a good faith effort to address DMC/R.E.D. In an effort to comply with this requirement, the BSCC has undertaken a number of activities to ensure that California addresses DMC/R.E.D. Accordingly, JABG recipients are invited to attend a one day regional DMC/R.E.D. training for project directors and other interested staff which will be provided during the program year.

Viewing direct service for at-risk youth through the R.E.D. lens not only complements the principles of the JABG program but can effectively influence the impact of current interventions. The regional R.E.D. courses will be provided at no cost to attendees and address issues relevant to participants who have received previous training as well as those attending R.E.D. training for the first time. Three trainings will be offered; one for the central, northern and southern regions to be held in May and June of this year. JABG funding may be used to reimburse agencies for travel related expenditures such as mileage, meals, lodging (if required), and other per diem costs. Applicants should include these costs in the budget section of this application. Registration information regarding the date, time and location of the regional trainings has been sent to all project directors. Additional information about R.E.D. can be found at <http://www.bscc.ca.gov/programs-and-services/cpp/services> or applicants may contact the R.E.D. Coordinator, Shalinee Hunter, by telephone at (916) 322-8081 or by email at shalinee.hunter@bscc.ca.gov.

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

Progress Reports: Grantees must submit quarterly progress reports, including the mandatory federal data and project progress notes, utilizing the JABG Progress Report form provided on the BSCC website <http://www.bscc.ca.gov/programs-and-services/cpp/services/grantee-progress-reports>.

The Federal Funding Accountability and Transparency Act: The intent of the Federal Funding Accountability and Transparency Act (FFATA) is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The FFATA Subaward Reporting System (FSRS) at <https://www.fsrs.gov/> is the reporting tool Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime contract awardees will report against subcontracts awarded and prime grant awardees will report against subgrants awarded. The subaward information entered in FSRS will then be displayed on www.USASpending.gov associated with the prime award furthering Federal spending transparency.

It is possible that funding used to support the 2014/15 JABG grant activities will trigger the FFATA reporting requirement. Should this occur we will contact your agency to obtain the information needed to report into the FSRS.

Audit: Grantees must submit an audit of expenditures within 120 days of the end of the grant period. Reasonable and necessary extensions to the timeframe may be granted if requested. Grantees may choose to submit either a program specific audit or a federal single audit.

Summary of Key Dates:

May 30, 2014	Applications due to the BSCC via email with signed hard copy to follow via U.S. mail
July 1, 2014	Grant year begins
November 15, 2014	First quarterly progress report due covering July – Sept. 2014 First quarterly financial invoice due covering July – Sept. 2014
February 15, 2015	Second quarterly progress report due covering Oct. – Dec. 2014 Second quarterly financial invoice due covering Oct. – Dec. 2014
May 15, 2015	Third quarterly progress report due covering Jan. – Mar. 2015 Third quarterly financial invoice due covering Jan. – Mar. 2015
June 30, 2015	Grant year ends
August 15, 2015	Fourth quarterly progress report due covering Apr. – June 2015 Fourth quarterly financial invoice due covering Apr. – June 2015
October 31, 2015	Final audit report due (unless extension granted)

Contact and Program Information: Questions regarding this application process may be directed to Colleen Stoner, Field Representative for the BSCC, by telephone at (916) 324-9385 or by email at colleen.stoner@bscc.ca.gov.

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

**JUVENILE ACCOUNTABILITY BLOCK GRANT (JABG) PROGRAM
2014/15 DIRECT ALLOCATION APPLICATION
SECTION I: APPLICANT INFORMATION**

APPLICANT NAME				TELEPHONE NUMBER	CFDA#	FEDERAL EMPLOYER IDENTIFICATION NUMBER	
San Francisco Office of the Public Defender				415-753-7601	16.523	94-6000417	
STREET ADDRESS		CITY		STATE		ZIP CODE	
555 7 th Street		San Francisco		CA		94103	
MAILING ADDRESS (if different)		CITY		STATE		ZIP CODE	
Public Defender Placement Program		18) Indigent defense		\$84,321			
<p>The Public Defender Placement Program partially funds an attorney position for indigent defense of youth in the delinquency system. All youth who are either committed to out of home placement or to the Log Cabin County Camp are removed from their homes and their communities for period of a year or more. Prior to their commitments youth are in detention. Upon a commitment of out of home placement, the attorney immediately assesses the individualized needs of the youth, incorporating the express interest of the youth in his/her placement, and works collaboratively with the Court and the Juvenile Probation Department in identifying the appropriate foster care placement to ensure a speedy and appropriate placement for the youth. The Placement Attorney has been successful in reducing out of home placement detention delay for her clients to an average of two to three weeks. While youth are in placement or county camp commitments, the Placement Attorney maintains close contact with the youth and their families to ensure that the youth are doing well in their placements, addresses the many needs and concerns of the youth and their families, and begins to focus on reentry planning for the eventual reunification of the youth to their families and their communities. The Placement Attorney also advocates for the educational, mental, and behavioral health needs of the youth. The Placement Attorney will serve up to 125 unduplicated youth per year. By expediting youth from detention to their placements, the attorney has been able to reduce disproportionate minority confinement. She also works collaboratively with the Juvenile Collaborative Reentry Court (JCRC) a dedicated team of justice partners including a probation officer, community based case manager, social worker and judge to ensure a smooth transition of youth returning home from long term removal. The Attorney incorporates the use of evidence based practices as part of JCRU which can involve Team Decision Making, risk assessment needs assessment through the Youth Assessment and Screening Instrument (YASI) and the Child and Adolescent Needs and Strengths Assessment (CANS) to ensure successful placement, reentry planning, transition, and public safety.</p>							
				July 1, 2014 thru June 30, 2015			
AGENCY NAME							
San Francisco Office of the Public Defender							
NAME, TITLE OF PROJECT DIRECTOR				TELEPHONE NUMBER			
Patricia Lee, Managing Attorney, Juvenile Unit				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	
NAME, TITLE				TELEPHONE NUMBER			
Angela Auyong				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	
NAME AND TITLE				TELEPHONE NUMBER			
Patricia Lee, Managing Attorney Juvenile Unit				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	
NAME AND TITLE OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY TO SIGN)				TELEPHONE NUMBER			
Jeff Adachi, San Francisco Public Defender				415-553-9520			
STREET ADDRESS		CITY		STATE		ZIP CODE	
						FAX NUMBER	

555 7th Street

San Francisco

CA

94103

415-553-1607

MAILING ADDRESS (if different)

CITY

STATE

ZIP CODE

E-MAIL ADDRESS

APPLICANT'S SIGNATURE

A handwritten signature in black ink, appearing to be 'Jill', written over the 'APPLICANT'S SIGNATURE' label.

DATE

July 8, 2014

SECTION II: PROJECT INFORMATION

A. PROJECT DESCRIPTION:

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

1. Describe the project(s)/program(s) to be supported with JABG funds.
2. Define project goals and major activities/services.
3. Define the juvenile justice population(s) to be served by the project, including the estimated number of youth.
4. Support the project need with local data/information.
5. Describe staffing, including classification and number of staff required to achieve project goals.

Public Defender Placement Program:

1. **The Public Defender Placement Program will support one full time staff attorney to represent youth who have been committed to out of home placement, ranch and other long term commitments. This representation will begin immediately upon commitment and will continue for the youth throughout their entire period of probation including those youth who now qualify for AB12 extended foster care funding and services.**
2. **The project goals and major activities/services include:**
 - i. **Direct referrals to appropriate residential programs**
 - ii. **Identification of placement needs through conferencing with minor/family and other reentry team members including thorough review of relevant, social, psychological and school reports.**
 - iii. **Close collaboration and monitoring of placement efforts with the probation department and the Court through regular meetings, court hearings, contacts with family members, and contacts with client and placement representatives.**
 - iv. **Unreasonable delays are brought to the court's attention to ensure accountability.**
 - v. **Youth involved in multiple systems, such as mental health, special education, or foster care can result in extended detention delays. The attorney collaborates with the reentry team to identify the proper individualized array of services among multiple systems to expedite timely and appropriate placement. The attorney will advocate in school disciplinary and school Individualized Education Plan hearing for the youth to ensure that they are in the appropriate school setting and that they are receiving the necessary special education services for the youth. Mental health and substance abuse issues are evident in a majority of our clients and early identification through appropriate assessments and treatment are addressed by the Placement attorney to ensure successful placement and reentry.**
 - vi. **Cooperation and coordination of reentry team and other key service providers reduces placement detention time. Regular case conferencing and communication reduces inefficiencies and also improves placement and reentry outcomes for youth.**
 - vii. **Maintain regular contact with placement clients to address, needs, problems and concern in order to achieve successful graduation from placement and successful reentry to the community.**

- viii. Ensure proper case plans are developed and individualized to serve minor's needs and complied with to promote family reunification and public safety.
- ix. Reduce number of youth in out of home placement or detention through effective utilization of community resources and family involvement.
- x. Engage family members of clients with early outreach and family assessment to determine needs of the minor for eventual reentry to the community.
- xi. The attorney will advocate in school disciplinary and school Individualized Education Plan hearings for the youth to ensure that they are in the appropriate school setting and that they are receiving the necessary special education services for the youth.
- xii. File motions to modify Ranch youth for early release to home or to out of home placement.

3. Cases per FY:
125 youth per year

4. Over the past 15 years, San Francisco has established itself as a national leader in developing alternatives to secure detention for juvenile justice involved youth and in establishing innovative community-based aftercare programs. Consistent with a nationwide trend of declining juvenile arrests, San Francisco's juvenile arrest rates have declined 46.3% from 1995 to 2005. The number of youth ordered to the California Division of Juvenile Justice has also decreased dramatically, with only 8 San Francisco youth committed there since 2007, a 58% decline since 2000. No Public Defender client has been committed to DJJ since 2004. Due to the Juvenile Collaborative Reentry Court (JCRC) of which the placement attorney is an active team member, San Francisco has seen continued success in reducing juvenile arrest and detentions. However that success comes despite the ongoing disparities in arrest and detention rates. The majority of juvenile-justice-involved youth in San Francisco are African Americans and Latinos originating from specific, low-income communities with high levels of violence and gang activity. In 2011, African American and Latino youth comprised 48.34% and 27.55% of juvenile probation referrals, respectively, despite the fact that African American juveniles make up only 12% of San Francisco youth ages 10 to 17, and Latino juveniles make up only 23%. In 2008, 108 of San Francisco's 205 out of home placement (53%) ended in placement failure, with African American and Latino youth comprising 72% and 21% of placement failures, respectively (SF Juvenile Probation Department). The majority of the placement failures were non-public defender clients. With the JCRC program and our dedicated full time placement attorney, those numbers have improved significantly with only 31% of out of home placements in 2011 ending in placement failure. Disproportionate numbers of youth of color continues, with African American and Latino youth making up 65% and 21% of those failures thereby indicating a need to continue placement advocacy for youth of color.
5. The staffing for the Public Defender Placement Program will include one full time attorney position.

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

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

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

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

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

18) Hiring court-appointed defenders: Provide training, coordination, and innovative strategies for indigent defense services - \$84,432.

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

#18 Indigent defense – Output measure/482 Number of technical assistance requests received – Output measure/492 Number and percent of youth that through the court or probation system participate in indigent defense programming

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

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

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

JABG Purpose Areas

Core Measures

Performance Measures Matrix

([PDF](#) | [MS Word](#))

1 Graduated Sanctions

Performance Measures Matrix

([PDF](#) | [MS Word](#))

2 Facilities

Performance Measures Matrix

([PDF](#) | [MS Word](#))

3 Hiring Court Staff/Pretrial Services

Performance Measures Matrix

([PDF](#) | [MS Word](#))

4 Hiring Prosecutors

Performance Measures Matrix

([PDF](#) | [MS Word](#))

5 Funding for Prosecutors

Performance Measures Matrix

([PDF](#) | [MS Word](#))

6 Training Law Enforcement/Court Personnel

Performance Measures Matrix

([PDF](#) | [MS Word](#))

7 Gun Courts

Performance Measures Matrix

([PDF](#) | [MS Word](#))

8 Drug Courts

Performance Measures Matrix

([PDF](#) | [MS Word](#))

9 Juvenile Records

Performance Measures Matrix

([PDF](#) | [MS Word](#))

10 Information Sharing

Performance Measures Matrix

([PDF](#) | [MS Word](#))

11 Accountability-Based Programs

Performance Measures Matrix

([PDF](#) | [MS Word](#))

12 Risk/Needs Assessments

Performance Measures Matrix

([PDF](#) | [MS Word](#))

13 School Safety

Performance Measures Matrix

([PDF](#) | [MS Word](#))

14 Restorative Justice

Performance Measures Matrix

([PDF](#) | [MS Word](#))

15 Court/Probation Programming

Performance Measures Matrix

([PDF](#) | [MS Word](#))

16 Hiring Detention/Corrections staff

Performance Measures Matrix

([PDF](#) | [MS Word](#))

17 Reentry

Performance Measures Matrix

([PDF](#) | [MS Word](#))

18 Indigent Defense

Performance Measures Matrix

([PDF](#) | [MS Word](#))

C. **R.E.D. REGIONAL TRAINING:** In the space below enter the number and position(s) of the staff you intend to send to R.E.D. regional trainings. **2 persons, placement attorney and placement youth advocate**

SECTION III: BUDGET INFORMATION

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

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

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

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

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

Salaries and Benefits	\$ 75,889.00	\$ 8,432.00	\$ 84,321.00
Services and Supplies			\$ -
Professional Services			\$ -
CBO Contracts			\$ -
Administrative Overhead			\$ -
Fixed Assets/Equipment			\$ -
Other			\$ -
Total	\$ 75,889.00	\$ 8,432.00	\$ 84,321.00

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

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

1. **SALARIES AND BENEFITS:** Number of staff, classification, salary and benefits.
One attorney position (8177 class) Salary: \$177,814, Benefits: \$37,018
Match source of \$8,432 is budgeted under the Public Defender general fund
2. **SERVICES AND SUPPLIES:** Includes leases, rent, and utilities.
3. **PROFESSIONAL SERVICES:** Includes evaluator, consultant services, therapists, and other professionals as required.
4. **COMMUNITY-BASED ORGANIZATIONS:** Name of organization and services to be provided.
5. **ADMINISTRATIVE OVERHEAD:** Indicate percentage and how calculated. This total may not exceed 5% of the grant funds.
6. **FIXED ASSETS/EQUIPMENT:** Office equipment, vehicles, and other equipment necessary to perform program activities.
7. **OTHER:** This includes travel, training costs, and any other items not covered above but necessary to meet program goals.

SECTION IV: LOCAL ADVISORY BOARD

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

Date of meeting to approve application: Juvenile Justice Coordinating Council September, 2014

Name	Title	Agency
Sarah Schumann	Director of Probation Services	Juvenile Probation Department
Patricia Lee	Managing Attorney	SF Public Defender's Office
Jeanne Roland	Managing Attorney	SF District Attorney's Office
Dirk Beijen	Commissioner	Juvenile Probation Commission
Ron Steuckle	Chairman	Juvenile Justice Providers Association
Glenn Eagleson	Director	Office of Economic and Workforce Development
Wendy Still	Chief	Adult Probation Department
Maria Sui		

SECTION V: GOVERNING BOARD RESOLUTION

As part of the grant application process, applicants must submit a resolution from the City Council/Board of Supervisors addressing specified issues. **Please see Attachment D for a Sample Resolution.** The resolution need not be submitted at the same time as the application document; however, the original resolution or copy thereof must be provided to the BSCC prior to a grant award agreement being signed. Resolutions may be directed by mail to the JABG Coordinator, Colleen Stoner at the Board of State and Community Corrections, 600 Bercut Drive, Sacramento, CA 95811.

SECTION VI: AUDIT IDENTIFICATION

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

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

OR

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

**PLEASE E-MAIL YOUR COMPLETED APPLICATION
BY MAY 30, 2014**

To
Colleen.Stoner@bscc.ca.gov

Introduction Form

By a Member of the Board of Supervisors or the Mayor

Time stamp
or meeting date

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

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

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

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

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

Sponsor(s):

Campos

Subject:

Resolution retroactively authorizing the San Francisco Public Defender's Office to accept and expend a grant in the amount of \$75,889 from the Board of State and Community Corrections for the purposes of implementing local juvenile justice accountability measures through the Juvenile Accountability Block Grant (JABG).

The text is listed below or attached:

Please see attached resolution. I kindly request that this be sent to the ~~Budget and Finance Committee~~

141004

Signature of Sponsoring Supervisor:

[Handwritten Signature]

For Clerk's Use Only:

