

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Probation *ju S*

BOARD AGENDA # *B-7

Urgent Routine

AGENDA DATE July 1, 2014

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval for the Chief Probation Officer to Apply for and Accept Reducing Racial and Ethnic Disparity (R.E.D.) Grant Funding from the Board of State and Community Corrections (BSCC) in the Amount up to \$200,000 for Federal Fiscal Year 2014-2015

STAFF RECOMMENDATIONS:

1. Authorize the Chief Probation Officer to submit and/or sign Stanislaus County's Application for Reducing Racial and Ethnic Disparities Grant and related contracts, amendments, or extension with the Board of State and Community Corrections.
2. Approve a Resolution authorizing the Probation Department to submit the grant proposal for funding.

FISCAL IMPACT:

The Juvenile Justice and Delinquency Prevention Act of 2002 reauthorized the Office of Juvenile Justice and Delinquency Prevention (OJJDP) to administer the Title II Formula Grants Program, which supports state and local delinquency prevention/intervention efforts and juvenile justice system improvements. Congress appropriates funds and OJJDP awards them to states on the basis of their proportionate population under age 18. Available funding amounts are determined by the juvenile population within each county, based on the most recent Census available (2010) from the California Department of
(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2014-346

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, Monteith, and Chairman De Martini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval for the Chief Probation Officer to Apply for and Accept Reducing Racial and Ethnic Disparity (R.E.D.) Grant Funding from the Board of State and Community Corrections (BSCC) in the Amount up to \$200,000 for Federal Fiscal Year 2014-2015

FISCAL IMPACT: (Continued)

Finance. Large counties with a juvenile population of 300,000 or more may apply for up to \$250,000; medium counties with a juvenile population of 80,000 to 299,999 may apply for up to \$200,000; and small counties with a juvenile population of fewer than 79,999 may apply for up to \$150,000. Stanislaus County has a juvenile census population of 147,158, which falls under the medium county category and is eligible for up to \$200,000. Federal Title II Formula Grant funds are available for counties selected to participate in this R.E.D. grant; funding will be awarded annually (as federal funds are available) for up to four (4) years. Funding for Phases 2, 3 and 4 will be based upon the assessment outcomes in Phase 1. The purpose of the Phase 1 funds is to assist counties in a thorough assessment and evaluation of its overall commitment and capacity to effectively address racial and ethnic disparities. The Probation Department has requested a proposal from the Burns Institute to provide oversight and guidance through the assessment process. In California, 13 counties have been engaged in efforts to reduce racial and ethnic disparities among youth who are in contact with the criminal and juvenile justice systems. Through the Disproportionate Minority Contact Technical Assistance Project (DMC TAP), California has offered intensive information, training, and technical assistance to support these and other efforts associated with the reduction of DMC (Disproportionate Minority Contact). The counties in receipt of support services include six original DMC TAP sites, which were funded between 2010 and 2013: Alameda County, Los Angeles County, San Diego, San Francisco, Santa Clara County, and Santa Cruz. In 2011, seven additional counties received specific TAP funding, which will continue through 2014: Fresno County, Humboldt County, Marin County, Orange County, Sacramento County, Ventura County, and Yolo County. The Burns Institute was the consultant for all counties except San Diego and Alameda. For Alameda County, they were a co-consultant with the Oakland-based National Council on Crime and Delinquency. San Diego County utilized internal county resources for their technical assistance. The Burns Institute is the recognized expert in this field by the State and participating counties. The Probation Department is not aware of any other consulting firms that can provide the necessary services.

The grant application is currently being developed, at no cost to the County, by Attorney Lynn Wu from the Prison Law Office with assistance from the Stanislaus County Probation Department. Due to the grant deadline of July 14, 2014, and the requirement for a Board resolution, the Department is requesting approval to submit the application prior to full development of the application. The Department intends to apply for up to \$200,000 to cover the costs associated with the professional services contract. If eligible for future funding beyond the first year, the Department will return to the Board of Supervisors to request approval. This competitive opportunity requires broad system reform and supports probation Departments in understanding and identifying disparities and identifying partners within the community, and is designed to equip these agencies with the tools and resources needed to provide leadership in developing and/or strengthening community based R.E.D. activities.

DISCUSSION:

California, as one of the most diverse states in the nation, embraces the array of populations we serve and attempts to accurately reflect the issue of disparity of youth of color in contact with the juvenile justice system as a mechanism to bolster awareness, leadership and transparency.

Approval for the Chief Probation Officer to Apply for and Accept Reducing Racial and Ethnic Disparity (R.E.D.) Grant Funding from the Board of State and Community Corrections (BSCC) in the Amount up to \$200,000 for Federal Fiscal Year 2014-2015

Guided by the Board of State and Community Corrections (BSCC) State Advisory Committee on Juvenile Justice and Delinquency Prevention, using a multi-faceted approach of direct service, education and support, California has worked to ensure the reduction of over representation of youth of color coming into contact with the juvenile justice system as a priority; with the ultimate goal being a fair and equitable justice system.

The goals and objectives are comprised of several prioritized themes. These themes include the emphasis on community engagement as a way to improve outcomes, the intersection between the reduction of implicit bias and the data driven decision making; and lastly applying principles that focus on enhancing correctional practices while still allowing for innovation. Although the probation Department is the lead agency for project administration and oversight, it is imperative that the engagement, collaboration, and commitment of community stakeholders begin at the onset of Phase 1. Successful partnerships will allow for greater involvement in necessary assessments, data-mining and defining work plans during each grant phase.

On June 26, 2014, a community stakeholders meeting was held to discuss the R.E.D. grant and brainstorm ideas related to the goals and outcomes of the project. Several individuals from different public, private and community based organizations were invited to participate.

As stated earlier, the Probation Department is planning on contracting with the Burns Institute to provide oversight and guidance through the assessment process. The Burns Institute (BI) has worked in more than 40 jurisdictions nationally and achieved significant results in reducing racial and ethnic disparities. The BI model is dynamic and innovative because it proves that reducing disparities is a solvable problem. Through its services and its 140-member national network, the Community Justice Network for Youth (CJNY), the BI provides support to organizations that provide alternatives to detention and arms local organizations with the tools and staff to strengthen their programs and engage in policy work. The Burns Institute is the recognized expert in this field by the State and participating counties. The Probation Department is not aware of any other consulting firms that can provide the necessary services.

The Phase 1 assessment will include an evaluation of the following internal and external factors that impact the county's readiness to positively impact racial and ethnic disparities in its system:

- Purpose of detention and detention utilization
- Relevant and impacted youth and families of color previously involved with the juvenile justice system
- Community engagement and collaboration
- System stakeholders' engagement and collaboration
- Current juvenile justice policies and practices
- Data collection and analysis capacity

Approval for the Chief Probation Officer to Apply for and Accept Reducing Racial and Ethnic Disparity (R.E.D.) Grant Funding from the Board of State and Community Corrections (BSCC) in the Amount up to \$200,000 for Federal Fiscal Year 2014-2015

POLICY ISSUES:

The Board of State and Community Corrections (BSCC) requires a Board resolution as part of the grant application. The funding will provide for support in implementing community based programming that will reduce ethnic disparities among youthful offenders of color, consistent with the Board's stated priorities of A Safe Community, Effective Partnerships, and Efficient Delivery of Public Service.

STAFFING IMPACT:

There are no staffing impacts associated with this agenda item. Existing Probation Department staff will act as the R.E.D. Project Coordinator.

CONTACT PERSON:

Mike Hamasaki, Assistant Chief Probation Officer. Telephone: (209) 525-4504.

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
STATE OF CALIFORNIA

Date: July 1, 2014

No. 2014-346

On motion of Supervisor Chiesa Seconded by Supervisor Withrow

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, Monteith, and Chairman De Martini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

THE FOLLOWING RESOLUTION WAS ADOPTED:

Item # *B-7

Approval for the Chief Probation Officer to Apply for and Accept Reducing Racial and Ethnic Disparity (R.E.D.) Grant Funding from the Board of State and Community Corrections (BSCC) in the Amount up to \$200,000 for Federal Fiscal Year 2014-2015

WHEREAS, the Stanislaus County Probation Department desires to participate in the Enhanced R.E.D. Grant Project supported by federal Formula Grant Funds and administered by the Board of State and Community Corrections (hereafter referred to as BSCC).

NOW, THEREFORE BE IT RESOLVED that the Chief Probation Officer is authorized on behalf of the Board of Supervisors to submit the grant proposal for this funding and sign the Grant Agreement with the BSCC, including the amendments thereof, and all related contracts.

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

BE IT FURTHER RESOLVED that the county agrees to abide by the statutes and regulations governing the federal Formula Grants Program as well as the terms and conditions of the Grant Agreement as set forth by the BSCC.

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk
Stanislaus County Board of Supervisors,
State of California



BAI B-7 7/1/2014



LINDA M. PENNER
Chair

KATHLEEN T. HOWARD
Executive Director

STATE OF CALIFORNIA

BOARD OF STATE AND COMMUNITY CORRECTIONS

600 BERGUT DRIVE • SACRAMENTO CA 95811 • 916.445.5073 • BSCC.CA.GOV



EDMUND G. BROWN, JR.
Governor

November 6, 2014

Jill Silva, Chief Probation Officer
Stanislaus County
2215 Blue Gum Avenue
Modesto, CA 95358

Subject: Title II - Reducing Racial and Ethnic Disparity Enhanced Grant # BSCC 397-14

Dear Chief Silva:

Enclosed is one copy of the fully executed contract between the Board of State and Community Corrections (BSCC) and Stanislaus County for the Reducing Racial and Ethnic Disparities (R.E.D.) Enhanced Grant. This copy should be retained in your official project file.

Payment for expenditure of grant funds is made in arrears utilizing the on-line invoice process. Invoices are to be submitted quarterly.

Please refer to the BSCC's Grantee Invoicing under the "Quick links" section, for the on-line quarterly invoice and instructions. As indicated in the instructions, invoices are submitted electronically to the BSCC. The invoicing web link is as follows:

http://www.bscc.ca.gov/s_cppgrantinvoicing.php

As a friendly reminder, Quarterly Progress Reports for R.E.D. sub-grantees are due to the BSCC no later than 45 days following the end of the quarter. This document will be made available online at:

http://www.bscc.ca.gov/s_cppgrantprogressreports.php

BSCC Field Representatives are available to provide technical assistance on any aspect of this grant, and we look forward to working with you to help ensure the successful administration of your R.E.D. grant. Should you have any questions or require assistance, please contact your assigned Field Representative, Shalinee Hunter at (916) 322-8081 or Shalinee.Hunter@bscc.ca.gov.

Sincerely,

WILLIAM J. CROUT
Deputy Director
Corrections Planning and Programs Division

Enclosure

cc: Mike Hamasaki, Assistant Chief Probation Officer
Karen Curci, Administrative Services Manager

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

AGREEMENT NUMBER

BSCC 397-14

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

STANISLAUS COUNTY

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

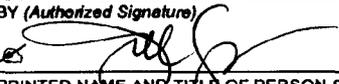
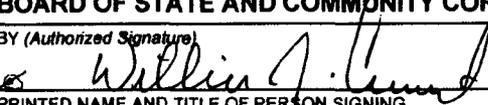
3. The maximum amount of this Agreement is: **\$200,000.00**
Two Hundred thousand dollars and no cents

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

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

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.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.)		
STANISLAUS COUNTY		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	10-26-14	
PRINTED NAME AND TITLE OF PERSON SIGNING		
JILL SILVA, Chief Probation Officer		
ADDRESS		
2215 Blue Gum Avenue Modesto, CA 95358		
STATE OF CALIFORNIA		
AGENCY NAME		
BOARD OF STATE AND COMMUNITY CORRECTIONS		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	11/12/14	
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 OF CALIFORNIA

**REDUCING RACIAL AND ETHNIC DISPARITIES SUPPORT GRANT
AGREEMENT BETWEEN THE
BOARD OF STATE AND COMMUNITY CORRECTIONS**

AND

STANISLAUS COUNTY

Title II Formula Grant Funds are made available through this program to support the ultimate goal of eliminating racial and ethnic disparities across the juvenile justice continuum. For the 2014 Reducing Racial and Ethnic Disparities (R.E.D.) Enhanced Grant, the goals and objectives are comprised of several prioritized themes. These themes include the emphasis on community engagement as a lynchpin to improved outcomes, the intersection between the reduction of implicit bias and data-driven decision-making; and lastly, applying principles that focus on enhancing correctional practices while still allowing for innovation.

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

STANISLAUS 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

The Stanislaus County Probation Department will work closely with the R.E.D. consultant to convene community partners, including: impacted members, representatives from community based organizations, the faith based community, advocacy organizations, schools, public health, child welfare, legal advocacy, immigration, and law enforcement, to identify decision-making points that are driving racial and ethnic disparities at various points of the juvenile justice system. The partners will collaborate to develop a workplan to address decisions made that result in racial and ethnic disparities and commit to taking steps to eliminate disparities in their respective fields by working across sectors and developing community based strategies to increase protective factors in young people and the community as a whole. Particular focus will be placed on engaging community members who are living in communities where young people who are overrepresented in the juvenile justice system live as leaders in this effort.

SECTION 2. ASSURANCES

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

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

SECTION 3. PROJECT OFFICIALS

- A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations and findings with respect to each controversy arising under or in connection with the interpretation, performance, or payment for work performed under this Grant Agreement. Disputes shall be resolved in accordance with the provisions of Exhibit A.
- B. The Grantee project officials shall be those identified as follows and as stipulated in Section 1 of the approved Grant Proposal:

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

Name: Jill Silva
Title: Chief Probation Officer
Address: 2215 Blue Gum Avenue, Modesto, CA 95358
Telephone Number: (209) 525-4503
Fax Number: (209)525-5486
E-mail Address: silvaj@stancounty.com

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

Name: Mike Hamasaki
Title: Assistant Chief Probation Officer
Address: 2215 Blue Gum Avenue, Modesto, CA 95358
Telephone Number: (209) 525-4504
Fax Number: (209) 525-5486
E-mail Address: HmskiM@stancounty.com

(3) The designated financial officer:

Name: Karen Curci
Title: Administrative Services Manager
Address: 2215 Blue Gum Avenue, Modesto, CA 95358
Telephone Number: (209) 525-4556
Fax Number: (209) 525-4588
E-mail Address: curcik@stancounty.com

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

SECTION 4. REPORTS

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

Reporting Period

- 1. October 1 – December 31, 2014
- 2. January 1 – March 31, 2015
- 3. April 1 – June 30, 2015
- 4. July 1 – September 30, 2015

Due No Later Than:

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

SECTION 5. INVOICES

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

SECTION 6. GRANT AMOUNT AND LIMITATION

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

SECTION 7. AVAILABILITY OF FUNDS

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

SECTION 8. BUDGET

PROJECT LINE ITEM TOTALS				
LINE ITEM	GRANT FUNDS	CASH MATCH	IN-KIND MATCH	TOTAL
1. Salaries & Benefits	\$7,000.00			\$7,000.00
2. Services & Supplies				
3. Professional Services	\$163,000.00			\$163,000.00
4. CBO Contracts	\$30,000.00			\$30,000.00
5. Indirect Costs				
6. Fixed Assets/Equipment				
7. Other				
TOTAL	\$200,000.00			\$200,000.00

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 15-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 15-month grant period.

SECTION 10. SCOPE OF WORK

Grantee agrees to implement and complete the project in accordance with the approved grant application as outlined in the RFP.

BOARD OF STATE AND COMMUNITY CORRECTIONS

EXHIBIT A

**REDUCING RACIAL AND ETHNIC DISPARITIES GRANT AGREEMENT
TECHNICAL ASSISTANCE PROJECT II
STANDARD CONDITIONS**

ARTICLE 1. ASSIGNMENT

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

ARTICLE 2. AMENDMENT

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

ARTICLE 3. PROJECT COSTS

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

ARTICLE 4. GRANTEE'S GENERAL RESPONSIBILITY

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

ARTICLE 5. GRANTEE ASSURANCES AND COMMITMENTS

A. Compliance with Laws and Regulations

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

B. Fulfillment of Assurances and Declarations

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

C. Use of Grant Funds

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

D. Permits and Licenses

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

E. Contracting Requirements

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

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

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

1. Books and Records

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

2. Access to Books and Records

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

access, monitoring, inspection, and copying of books and records related to the grant-funded project.

ARTICLE 6. PROJECT ACCESS

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

ARTICLE 7. RECORDS

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

ARTICLE 8. ACCOUNTING AND AUDIT REQUIREMENTS

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

to the financial reports and invoices. The Grantee further agrees to the following audit requirements:

A. Federal Single Audit Act

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

B. Interim Audit

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

C. Annual Audit

1. Within 120 calendar days of the Grant Agreement end date, all Grantees must obtain and submit an annual program audit to the BSCC. Only Grantees expending \$500,000 or more in a year are authorized to use federal funds to pay the costs associated with performing the audit. Should the federal single audit report include this grant project, the Grantee may submit the federal single audit to satisfy the annual audit requirement. The audit shall be prepared in accordance with generally accepted auditing standards and government auditing standards for financial and compliance audits.
2. Since the audit function must maintain organizational independence, the Grantee's financial officer for this project shall not perform the annual audit. If the Grantee's internal auditor performs the audit, the auditor must be organizationally independent from the Grantee's accounting and project management functions. Additionally, Grantee's internal auditors who report to the financial officer, or to whom the financial officer reports, shall not perform the audit. The person conducting the audit shall be a certified public accountant, unless a Grantee auditor completes the audit.

ARTICLE 9. CHANGES

- A. Grantee shall immediately advise the BSCC of any significant problems or changes arising during the course of the project.
- B. No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program component contained in the

approved Grant Proposal. Changes shall not be implemented by the project until authorized by the BSCC.

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

ARTICLE 10. DISBURSEMENT

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

ARTICLE 11. WITHHOLDING OF GRANT DISBURSEMENTS

- A. The BSCC may withhold all or any portion of the grant funds provided for by this Grant Agreement in the event that the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. For the final project year, at such time as the balance of federal funds allocated to the Grantee reaches five percent (5%), the BSCC shall withhold that amount as security, to be released to the Grantee upon complying with all grant provisions, including: 1) submittal and approval of the final invoice; 2) submittal and approval of the final progress report; 3) submittal and approval of any additional required reports; and 4) submittal and approval of the final audit.
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently discovered to be ineligible, the BSCC may either withhold an equal amount from subsequent payments to the Grantee or require repayment of an equal amount to the state by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

ARTICLE 12. TERMINATION

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

- B. This Grant Agreement may be terminated after the award of the Grant Agreement but prior to completion of the project, by the BSCC, upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction by the Grantee includes but is not limited to:
1. Substantial alteration of the scope of the grant project without the prior written approval of the BSCC;
 2. Refusal or inability to complete the grant project in a manner consistent with the grant proposal or approved modifications;
 3. Failure to provide the required local match share of the total project costs;
 4. Failure to meet prescribed assurances, commitments, Grant Agreement, record, accounting, auditing, and reporting requirements.
- C. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with Article 13.

ARTICLE 13. DISPUTES

- A. Grantee shall continue with the responsibilities under this Agreement during any dispute.
- B. The Grantee may appeal a BSCC staff decision on the basis of alleged misapplication, capricious interpretation of the regulations, policies and procedures, or substantial differences of opinion that may occur concerning the proper application of regulations, policies or procedures.
- C. If the Grantee is dissatisfied with an action of BSCC staff, the Grantee may appeal the cause of the dissatisfaction to the Deputy Director in charge of the Corrections Planning and Programs Division of the BSCC. Such appeals shall be filed within 30 calendar days of the notification of action with which the Grantee is dissatisfied. The appeal shall be in writing, and:
- state the basis for the dissatisfaction;
 - state the action being requested of the Deputy Director; and,
 - include any documentation related to the cause for dissatisfaction.
- D. The Deputy Director will review the correspondence and related documentation and render a decision on the appeal within 30 calendar days, except in those cases where the Grantee withdraws or abandons the appeal. The procedural time requirement may be waived with the mutual consent of the Grantee and the Deputy Director.

- E. The Deputy Director may render a decision based on the correspondence and related documentation submitted by the Grantee and may consider other relevant sources of information deemed appropriate. The decision of the Deputy Director shall be in writing and shall provide the rationale for the decision.
- F. If the Grantee is dissatisfied with the decision of the Deputy Director, the Grantee may file a request for review by the BSCC Executive Director. Such a request shall be filed within 30 calendar days after receipt of the Deputy Director's decision. The requested review shall be in writing, and:
- state the basis for the dissatisfaction;
 - state the action being requested of the Executive Director; and
 - include any correspondence related to the appeal.
- G. The Executive Director, after reviewing the appeal and the correspondence related to the review, may decide the matter on the record or request additional information. After a decision is made by the Executive Director, notice of the decision shall be mailed to the Grantee. The decision of the Executive Director shall be final.

ARTICLE 14. WAIVER

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

BOARD OF STATE AND COMMUNITY CORRECTIONS

EXHIBIT B

FEDERAL ASSURANCES

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

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

- D. Have not, within a three-year period preceding this Grant Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.
3. As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, the Grantee certifies that they will provide a drug-free workplace by:
- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an on-going drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The Grantee's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - C. Making it a requirement that each employee to be engaged in the performance of the grant project be given a copy of the statement required by paragraph (a);
 - D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - E. Notifying the BSCC in writing, within 10 calendar days after receiving notice under subparagraph D.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number of each affected grant;
 - F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph D.2, with respect to any employee who is so convicted:
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

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

4. Grantee agrees to comply with the financial and administration requirements set forth in the current edition of the *OJP Financial Guide*.
5. Grantee will maintain an Equal Employment Opportunity Plan (EEO) if the grant award is more than \$25,000.
6. If the grant award is \$500,000 or more, and Grantee has 50 or more employees, Grantee must submit its EEO 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 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.