



**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FROM: Stanley L. Sniff, Jr., Sheriff-Coroner-PA

SUBMITTAL DATE:
08/20/13

SUBJECT: Acceptance of Continued Board of State and Community Corrections (BSCC)
Funding for the Residential Substance Abuse Treatment (RSAT) Program

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Ratify acceptance of a Residential Substance Abuse Treatment (RSAT) Grant Award in the amount of \$185,427 from the Board of State and Community Corrections (BSCC) to continue the operation at the Larry D. Smith Correctional Facility.
2. Approve a 25% local match in the amount of \$61,809.
3. Approve and direct the Auditor-Controller to make the budget adjustments on the attached Schedule A.

Continued on Page 2
BR 14-027

Will Taylor
Stanley L. Sniff, Jr., Sheriff-Coroner-PA
Will Taylor, Director of Administration

FINANCIAL DATA	Current F.Y. Total Cost:	\$247,236	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	Yes
	Annual Net County Cost:	\$0	For Fiscal Year:	FY 2013-14

SOURCE OF FUNDS: 75% Federal Funds and 25% Inmate Welfare Fund	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION: **APPROVE**
BY: *Samuel Wong*
County Executive Office Signature **Samuel Wong**

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Tavaglione and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone and Benoit
Nays: None
Absent: Ashley
Date: September 10, 2013
Sheriff, Auditor, EO

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

FISCAL PROCEDURES APPROVED
PAUL LANGULO, CPA, AUDITOR-CONTROLLER
DATE: 8/21/13
BY: NEAL R. KIPNIS
Departmental Concurrence: Lisette Rose

FORM APPROVED COUNTY COUNSEL
DATE: 8/21/13
BY: NEAL R. KIPNIS

Dep't Recomm.:
Per Exec. Ofc.:

☒ Policy
☒ Policy
☐ Consent
☐ Consent

BACKGROUND: The Sheriff's Department has been operating a successful Residential Substance Abuse Treatment (RSAT) program at the Larry D. Smith Correctional Facility since October 1998. In FY 2013-14, staff projects that it will serve up to 144 inmates by fiscal year's end. The program provides both male and female inmates vital substance abuse treatment and is structured to reduce recidivism within the county jail system.

The program is a collaborative effort between the Sheriff's Department, Probation Department, Department of Mental Health, and Riverside County Office of Education (RCOE). The Sheriff's Department provides custody at the Larry D. Smith Correctional Facility and substance abuse treatment through Sheriff's Correctional Counseling personnel. RCOE provides substance abuse education and adult basic education coursework. Mental Health offers a transitional reentry plan for co-occurring adult offenders being released from RSAT, and the Probation Department assigns officers to interface with the courts on behalf of the inmates and monitor them after release.

On April 30, 2013, the Board adopted Resolution #2013-102 authorizing the Sheriff's Department to submit a grant application to the BSCC to defray the costs of RSAT. The BSCC notified the Sheriff's Department in July that the County had been awarded a grant in the amount of \$185,427.

The Inmate Welfare Fund committee has approved the use of Inmate Welfare Funds in the amount of \$61,809 as the required 25% grant match. The local match and BSCC funding in the amount of \$179,593 will fund 1.39 Correctional Counselor positions and .82 of a Correctional Deputy. The remaining grant award of \$5,834 will fund travel expenses for three RSAT program staff members to attend mandatory training sessions.

County Counsel has reviewed the award documents and approved them as to form.

Schedule A

Increase Appropriations:

10000-2500400000-528900	Air Transportation	\$3,172
10000-2500400000-528960	Lodging	1,480
10000-2500400000-528980	Meals	650
10000-2500400000-529080	Rental Vehicles	<u>532</u>
	TOTAL	\$5,834

Increase Estimated Revenues:

10000-2500400000-767220	Fed-Other Operating Grants	\$185,427
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Decrease Estimated Revenues:

10000-2500400000-781480	Program Revenue	<u>\$179,593</u>
	TOTAL	\$5,834

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

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

AGREEMENT NUMBER

BSCC 527-13

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

RIVERSIDE COUNTY

2. The term of this Agreement is: **JULY 22, 2013** through **JUNE 30, 2014**

3. The maximum amount of this Agreement is: **\$ 185,427**
ONE HUNDRED EIGHTY FIVE THOUSAND, FOUR HUNDRED TWENTY SEVEN DOLLARS

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 –Residential Substance Abuse Treatment Program Standard Conditions 6 pages

Exhibit B – Federal Assurances 5 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.dgs.ca.gov (CA Department of General Services, Office of Legal Services – Standard Contract Language).

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

CONTRACTOR

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

RIVERSIDE COUNTY

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

STANLEY SNIFF, Sheriff

ADDRESS

4095 Lemon Street, 2nd Floor, Riverside, CA 92502

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

JEAN L. SCOTT, Deputy Director

ADDRESS

600 Bercut Drive, Sacramento, CA 95811

**California Department of General
Services Use Only**

☒ Exempt per:
State Contracting Manual (SCM) 4.06

SEP 10 2013 301

RESIDENTIAL SUBSTANCE ABUSE TREATMENT PROGRAM

This Grant Agreement is between the

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

and

Riverside 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 Riverside County Sheriff's Office will utilize Residential Substance Abuse Treatment (RSAT) Program funding to provide substance abuse treatment to incarcerated inmates and prepare offenders for reintegration into the communities from which they came by incorporating reentry planning activities into treatment programs, and assisting offenders and their communities through the reentry process by delivering community-based treatment and other broad-based aftercare services. The California RSAT funding for Riverside County Sheriff's Office will be used to develop and implement local jail-based programs, which will include an "in-jail" component and an "aftercare" component.

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: Rosa Lazenby
TITLE: Administrative Manager
ADDRESS: 1627 S. Hargrave Street, Banning, CA 92220
TELEPHONE: (951) 922-7313
FAX: (951) 922-7263
EMAIL: Rlazenby@riversidesheriff.org

Designated financial officer authorized to receive warrants:

NAME: Antonio Saldana
TITLE: Administrative Manager
ADDRESS: 4095 Lemon Street, 3rd Floor, Riverside, CA 92501
TELEPHONE: (951) 955-2709
FAX: (951) 955-2720
EMAIL: Asaldana@riversidesheriff.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:

The due dates for reporting periods are as follows: ACTIVITY PERIOD	TYPE OF DATA REQUIRED	PMT DUE DATE
July 22 – September 30	Numerical	October 15, 2013
October 1 – December 31	Narrative & Numerical	January 15, 2013
January 1 – March 31	Numerical	April 15, 2014
April 1 – June 30	Narrative & Numerical	July 15, 2014

- B. Grantee will submit all other reports and data as required by the BSCC including end-of-the-project report/ evaluation.

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 specified below:

Reporting Periods

Due (No Later Than):

- | | |
|--|-------------------|
| 1. July 22, 2013 through September 30, 2013 | November 15, 2013 |
| 2. October 1, 2013 through December 31, 2013 | February 15, 2014 |
| 3. January 1, 2014 through March 31, 2014 | May 15, 2014 |
| 4. April 1, 2014 through June 30, 2014 | August 15, 2014 |

- 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/IN KIND MATCH	TOTAL
1. Salaries & Benefits	\$179,593	\$61,809	\$241,402
2. Services & Supplies			
3. Professional Services			
4. CBO Contracts			
5. Administrative Costs (may not exceed 5% of grant award)			
6. Fixed Assets/Equipment			
7. Data Collection			
8. Program Evaluation			
9. Other	\$5,834		\$5,834
TOTAL	\$185,427	\$61,809	\$247,236

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, Residential Substance Abuse Treatment Standard Conditions
- 4) Exhibit C, GTC 610

EXHIBIT A
RESIDENTIAL SUBSTANCE ABUSE TREATMENT 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.
12. Grantee must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subgrantees. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by

Mail:

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

Email: oig.hotline@usdoj.gov

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

Or Hotline Fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

13. Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP, through the BSCC.
14. Grantee agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the grantee is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.
15. Grantee agrees to comply with applicable requirements regarding Central Contractor Registration (CCR) and applicable restrictions on subawards to first-tier subgrantees that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of grantee obligations are posted on the Office of Justice Programs website at <http://www.ojp.gov/funding/ccr.htm> (Award condition: Central Contractor Registration and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her

name).

16. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages grantees and sub-grantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
17. Grantee agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval, and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at www.ojp.gov/funding/confcost.htm.
18. Grantee understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>
19. Grantee agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this BSCC award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this BSCC award, the grantee will promptly notify, in writing, the grant manager for this BSCC award, and if so requested by the BSCC, seek a budget-modification or change-of-project-scope modification to eliminate any inappropriate duplication of funding.
20. Grantee agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the grantee and first-tier subgrants of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of grantee obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs website at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
21. Grantee agrees that all income generated as a direct result of this award shall be deemed program income. All program income earned must be accounted for and used for the purposes of funds provided under this award, including such use being consistent with the conditions of the award, the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R. Part 70 and 2 C.F.R. Part 215 (OMB Circular A-110). Further, the use of program income must be reported quarterly to the BSCC.
22. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)
23. Grantee will coordinate the design and implementation of treatment programs between correctional

representatives and the local alcohol and drug abuse agency (and, if appropriate, between representatives of local correctional agencies and representatives of either the State alcohol and drug abuse agency or any appropriate alcohol and drug abuse agency).

24. Grantee will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.
25. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether publishes at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2012-RT-BX-0055 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, the Community Capacity Development Office, and the Office of Sex Offender Sentencing, Monitoring, Apprehending, Registering, and Tracking. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the OJP Financial Guide provides guidance on allowable printing and publication activities.