

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



818

FROM: Department of Mental Health

SUBMITTAL DATE:
August 4, 2015

SUBJECT: Accept the Three Year Grant Standard Agreement BSCC 925-15 Between the Board of State and Community Corrections (BSCC) and the Department of Mental Health (DMH) to Provide Mental Health Services for Fiscal Years 2015/2016 through 2017/2018; and Approve Resolution No. 2015-157. (District: All) \$1,264,680 ~ 75% State, 25% Dept. of Mental Health & Probation

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept Grant Award BSCC 925-15 in the amount of \$948,510 with the Board of State and Community Corrections for the provision of mental health services for mentally ill juvenile offenders for the period of July 1, 2015 through June 30, 2018.
2. Authorize the Director of Mental Health or designee, to sign the Grant Agreement, related documents, and subsequent annual renewals in accordance with Riverside County Board of Supervisors Policy A-30;
3. Approve and adopt Resolution 2015-157 authorizing the Director of Mental Health to accept and execute the Standard Agreement on behalf of DMH.
4. Approve and direct the Auditor-Controller to make the budget adjustments applicable to FY15/16 as specified in Schedule A.

(Continued on page 2)

JW:TJ

Jerry Wengerd

Jerry Wengerd, Director
Department of Mental Health

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 309,818	\$ 485,000	\$ 1,264,680	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: 75% State, 25% Dept. of Mental Health & Probation & Budget Adjustment: Yes
For Fiscal Year: 15/16-17/18

C.E.O. RECOMMENDATION: **APPROVE**
BY: *Christopher M. Hans*

County Executive Office Signature Christopher M. Hans

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Benoit
Nays: None
Absent: Ashley
Date: August 18, 2015
xc: Mental Health, Auditor

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

Deputy

Prev. Agn. Ref.: _____ District: All Agenda Number: _____

3-39

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Paul Angulo* 8/6/15
 Susana Garcia-Bocanegra
 Departmental Concurrence
 FORM APPROVED COUNTY COUNSEL
 BY: *Marshall L. Victor* 8/6/15
 MARSHALL L. VICTOR DATE
 A-30
 4/5 Vote
 Positions Added
 Change Order

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

FORM 11: Accept the Three Year Grant Standard Agreement BSCC 925-15 Between the Board of State and Community Corrections (BSCC) and the Department of Mental Health (DMH) to Provide Mental Health Services for Fiscal Years 2015/2016 through 2017/2018; and Approve Resolution No. 2015-157. (District: All)

\$1,264,680 75% State, 25% Dept. of Mental Health & Probation

DATE: August 4, 2015

PAGE: Page 2 of 2

BACKGROUND:

Summary

The Department of Mental Health (DMH) has been awarded a three year grant by the Board of State and Community Corrections (BSCC) beginning July 1, 2015 through June 30, 2018 through the Mentally Ill Offender Crime Reduction (MIOCR) Grant Program to provide mental health services to mentally ill juvenile offenders. Receipt of these funds will be used to expand the Youthful Offender Program (YOP) through the development and implementation of a new program, Intensive Re-Integration Services (IRIS). IRIS is a proposed collaborative project between the Department of Mental Health (DMH) and Riverside County Probation Department (RCP) to expand the variety and depth of services provided to mentally ill juvenile offenders through Evidence-Based Practices (EBPs) to reduce criminal recidivism and increase successful re-entry of youth into the community.

The implementation of IRIS will involve a collaborative team effort comprised of DMH and RCP staff to ensure mental health services are provided to approximately 20 youth, ages 15 – 19, while in the locked YOP facility, as well as Wraparound or Functional Family Probation & Parole (FFP) services post-release. Grant funding will be used to train IRIS staff in several EBPs, to include Moral Reconciliation Therapy (MRT), Functional Family Therapy (FFT), Trauma-Focused Cognitive-Behavioral Therapy (TF-CBT), Aggression Replacement Training (ART), and Functional Family Probation & Parole (FFP).

This grant requires a 25% match which will be met through In-Kind Contributions from DMH and RCP. The Department anticipates being able to absorb ongoing costs through alternative funding such as Wraparound, Medi-Cal and EPSDT.

Impact on Citizens and Businesses

These services are a component of the Department of Mental Health's system of care, aimed at improving the health and safety of consumers and the community, and reducing overall crime.

SUPPLEMENTAL:

Additional Fiscal Information

Under this grant award, DMH will receive \$948,510 over a three year period. Funding will be utilized to hire and train staff in various Evidence-Based Practices to provide prevention, intervention, supervision and other services to mentally ill juvenile offenders, with the expected outcome of reduced criminal recidivism. In-Kind Match of at least \$250,000 per year will be provided by DMH and RCP over the three year grant period. The match will be met by existing services provided by DMH and RCP, SB 163 Wraparound, Medi-Cal and EPSDT funds. No additional County funds are required.

SCHEDULE A

**DEPARTMENT OF MENTAL HEALTH
BUDGET ADJUSTMENT
FISCAL YEAR 2015/2016**

INCREASE APPROPRIATION:

10000-4100200000-523700	Office Supplies	\$25,000
10000-4100200000-524500	Administrative Support - Direct	\$45,000
10000-4100200000-525440	Professional Services	\$61,000
10000-4100200000-527840	Training - Education/Tuition	\$130,000
10000-4100200000-528900	Air Transportation	\$13,000
10000-4100200000-528920	Car Pool Expense	\$2,209
10000-4100200000-528960	Lodging	\$7,000
10000-4100200000-528980	Meals	\$6,200
10000-4100200000-529040	Private Mileage Reimbursement	\$2,209
10000-4100200000-529080	Rental Vehicles	\$3,200
10000-4100200000-546160	Equipment - Other	\$15,000
		<u>\$309,818</u>

INCREASE ESTIMATED REVENUE:

10000-4100200000-750920	CA - Mental Health Services	<u>\$309,818</u>
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2 RESOLUTION No. 2015-157

3 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
4 RIVERSIDE AUTHORIZING THE DIRECTOR OF MENTAL HEALTH TO APPROVE
5 AND EXECUTE STANDARD AGREEMENT BSCC 925-15 FOR MENTAL HEALTH
6 SERVICES WITH THE BOARD OF STATE AND COMMUNITY CORRECTIONS FOR
7 FY 2015/2016 THROUGH FY 2017/2018.

8 WHEREAS, The County of Riverside Department of Mental Health desires to
9 participate in the Mentally Ill Offender Crime Reduction Grant Program, funded through
10 the State Recidivism Reduction Fund and administered by the Board of State and
11 Community Corrections (hereafter referred to as BSCC);

12 WHEREAS, Standard Agreement BSCC 925-15 issued by BSCC to the
13 Riverside County Department of Mental Health for Mental Health Services provided to
14 participants of the Youth Offender Program in Riverside Juvenile Hall from FY
15 2015/2016 through FY 2017/2018 was signed by the Chairman of the Board on
16 08/18/15 and fully executed by BSCC in July 2015;

17 WHEREAS, the Riverside County Department of Mental Health Standard
18 Agreement amount for FY 2015/2016 through FY 2017/2018 for Mental Health
19 Services is \$948,510;

20 NOW, THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND
21 ORDERED by the Board of Supervisors of the County of Riverside, in regular session
22 assembled on 08/18/15, does hereby, resolve, find, determine and order
23 as follows:

24 Section 1. The County of Riverside agrees to the terms and conditions for
25 receipt of the funds;

26 Section 2. The Director of Mental Health is authorized to sign the Standard
27 Agreement BSCC 925-15 for Mental Health Services for FY 2015/2016 through FY

FORM APPROVED COUNTY COUNSEL
BY: *Eric Stopher* DATE: *08/18/15*

1 2017/2018, and related documents, reports and amendments that do not substantially
2 change the terms and conditions of the Agreement;

3 Section 3. The Director of Mental Health is authorized to accept the Standard
4 Agreement Amendments. This authority shall include signature of acceptance
5 documents, agreements, amendments, and related documents required to secure and
6 continue BSCC program funding for the County. Agreements and amendments shall
7 be approved by County Counsel.

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

10 **BE IT FURTHER RESOLVED** that the County of Riverside Department of
11 Mental Health agrees to provide all matching funds required for said project and abide
12 by the statues and regulations governing the State Grants Program (included General
13 Terms and Condition 610) as well as the terms and conditions of the Grant Agreement
14 as set forth by the BSCC.

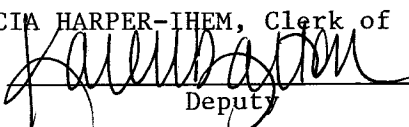
15 ADOPTED, SIGNED AND APPROVED this 08/18/15 by the Board
16 of Supervisors of the County of Riverside.

17
18 ROLL CALL:

19 Ayes: Jeffries, Tavaglione, Washington and Benoit
20 Nays: None
21 Absent: Ashley

22 The foregoing is certified to be a true copy of a resolution duly
23 adopted by said Board of Supervisors on the date therein set forth.

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By  Deputy

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 925-15
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

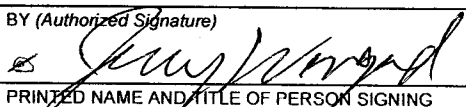

2. The term of this Agreement is: **July 1, 2015 through June 30, 2018**

3. The maximum amount of this Agreement is: **\$948,510.00**
Nine Hundred Forty-Eight Thousand Five Hundred Ten 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.

Exhibit A:	Scope of Work	3 pages
Exhibit B:	Budget Detail and Payment Provisions	3 pages
Exhibit C:	GTC 610: General Terms and Conditions	3 pages
Exhibit D:	Special Terms and Conditions	3 pages
Attachment 1:	Application for Funding/Grant Proposal	37 pages

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.) RIVERSIDE COUNTY		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 8-15-15	
PRINTED NAME AND TITLE OF PERSON SIGNING JERRY WENGERD, Mental Health Director, Department of Mental Health		
ADDRESS 4095 County Circle Drive Riverside, CA 92503		
STATE OF CALIFORNIA		<input checked="" type="checkbox"/> Exempt per: SCM 1, 4.04, A.4.
AGENCY NAME BOARD OF STATE AND COMMUNITY CORRECTIONS		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING MARY JOLLS, Deputy Director		
ADDRESS 2590 Venture Oaks Way, Suite 200 Sacramento CA 95833		

AUG 18 2015 339

FORM APPROVED COUNTY COUNSEL
BY: 
ERIC STOPHER **8/15/15**
DATE

**EXHIBIT A
SCOPE OF WORK**

1. GRANT AGREEMENT – MENTALLY ILL OFFENDER CRIME REDUCTION GRANT

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

2. PROJECT SUMMARY AND ADMINISTRATION

A. Grants are encumbered under this contract for the purposes of supporting appropriate prevention, intervention, supervision, services, and strategies to reduce recidivism in California's mentally ill offender population, as well as improving outcomes for these offenders while continuing public safety.

The Intensive Re-Integration Services (IRIS) project is a collaborative, three-phase approach to support mentally ill juvenile offenders with successful community reentry. The first phase uses intensive in-custody treatment programs targeted towards addressing both significant mental illness and recidivism through multi-modal, evidence-based practices and strategies. The second phase focuses on reentry planning for youth, including appropriate housing, educational services, employment opportunities, job skills training, life skills development, and community reintegration skills. The third phase focuses on community supervision of the youth using either Functional Family Probation or Wraparound.

B. Grantee agrees to administer the project in accordance with Attachment 1: Application for Funding/Grant Proposal, which is attached and hereto made part of this agreement.

3. PROJECT OFFICIALS

A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or in connection with the interpretation, performance, or payment for work performed under this Grant Agreement.

B. The Grantee's project officials shall be those identified as follows and as specified in Section I of Attachment 1: Application for Funding/Grant Proposal:

Authorized Officer with legal authority to sign:

Name: Jerry Wengerd
Title: Mental Health Director, County Department of Mental Health
Address: 4095 County Circle Drive; Riverside, CA 92503
Phone: (951) 358-4501

Designated Financial Officer authorized to receive warrants:

Name: Paul Angulo
Title: Auditor-Controller
Address: 4080 Lemon Street; Riverside, CA 92501
Phone: (951) 955-3800
Fax: (951) 955-3802
Email: pangulo@co.riverside.ca.us

Project Director authorized to administer the project:

Name: Mark A. Hake
Title: Chief Probation Officer
Address: 3960 Orange Street, Suite 600; Riverside, CA 92501
Phone: (951) 955-2814
Fax: (951) 955-2843
Email: mhake@rcprob.us

**EXHIBIT A
SCOPE OF WORK**

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

4. DATA COLLECTION

Grantees will be required to participate in the collection of data on a common set of variables (and using one or more common data collection instruments). These common variables will be identified collaboratively by the BSCC and the grantees during the grantee orientation meeting. It is anticipated that grantees will be required to submit this common set of variables on a quarterly basis. Data elements may include demographic and other background information, program status information, level and intensity of program services information, and short-term and intermediate-term outcome information. Grantees will also be required to conduct a Local Evaluation Plan as outlined in the Grant Requirements Section of the Request for Proposals (pages 11-12).

5. PROGRESS REPORTS AND EVALUATIONS

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

Progress Report Periods	Due no later than:
1) July 1, 2015 through September 30, 2015	November 16, 2015
2) October 1, 2015 through December 31, 2015	February 15, 2016
3) January 1, 2016 through March 31, 2016	May 16, 2016
4) April 1, 2016 through June 30, 2016	August 15, 2016
5) July 1, 2016 through September 30, 2016	November 16, 2016
6) October 1, 2016 through December 31, 2016	February 15, 2017
7) January 1, 2017 through March 31, 2017	May 16, 2017
8) April 1, 2017 through June 30, 2017	August 15, 2017
9) July 1, 2017 through September 30, 2017	November 16, 2017
10) October 1, 2017 through December 31, 2017	February 15, 2018
11) January 1, 2018 through March 31, 2018	May 16, 2018
12) April 1, 2018 through June 30, 2018	August 15, 2018

6. PROJECT RECORDS

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records, and required reports.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds, any matching funds by the Grantee, and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records, and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are required for consultants (subcontractors).

EXHIBIT A
SCOPE OF WORK

- D. The Grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.
- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

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

Invoicing Periods	Due no later than:
1) July 1, 2015 through September 30, 2015	November 16, 2015
2) October 1, 2015 through December 31, 2015	February 15, 2016
3) January 1, 2016 through March 31, 2016	May 16, 2016
4) April 1, 2016 through June 30, 2016	August 15, 2016
5) July 1, 2016 through September 30, 2016	November 16, 2016
6) October 1, 2016 through December 31, 2016	February 15, 2017
7) January 1, 2017 through March 31, 2017	May 16, 2017
8) April 1, 2017 through June 30, 2017	August 15, 2017
9) July 1, 2017 through September 30, 2017	November 16, 2017
10) October 1, 2017 through December 31, 2017	February 15, 2018
11) January 1, 2018 through March 31, 2018	May 16, 2018
12) April 1, 2018 through June 30, 2018	August 15, 2018

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

2. GRANT AMOUNT AND LIMITATION

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

B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement. In no event shall changes be authorized for the Indirect Costs/Administrative Overhead line item that would result in that item exceeding ten percent (10%) of the grant award.

3. BUDGET CONTINGENCY CLAUSE

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent year covered under this Grant Agreement does not appropriate funds for the purposes of this program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an agreement amendment to Grantee to reflect the reduced amount.

C. This Grant Agreement is valid and enforceable only if sufficient funds are made available by the Legislature. Grantee agrees that the BSCC's obligation to pay any sum to the Grantee under any provision of this agreement is contingent upon the availability of sufficient funds.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

4. PROJECT COSTS

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

5. PROMPT PAYMENT CLAUSE

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

6. WITHHOLDING OF GRANT DISBURSEMENTS

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

EXHIBIT B
 BUDGET DETAIL AND PAYMENT PROVISIONS

7. PROJECT BUDGET

LINE ITEM	GRANT FUNDS	CASH MATCH	IN-KIND MATCH	TOTAL
1. Salaries & Benefits	\$548,778	\$0	\$1,140,232	\$1,689,010
2. Services & Supplies	\$286,940	\$0	\$99,300	\$386,240
3. Professional Services	\$0	\$0	\$0	\$0
4. Community Based Organization (CBO) Contracts	\$0	\$0	\$0	\$0
5. Indirect Costs / Administrative Overhead <i>(not to exceed 10% of grant award)</i>	\$84,392	\$0	\$0	\$84,392
6. Fixed Assets / Equipment	\$9,000	\$0	\$0	\$9,000
7. Data Collection / Enhancement	\$0	\$0	\$84,451	\$84,451
8. Program Evaluation	\$0	\$0	\$0	\$0
9. Sustainability Planning	\$0	\$0	\$0	\$0
10. Other (include travel costs)	\$19,400	\$0	\$0	\$19,400
TOTAL	\$948,510	\$0	\$1,323,983	\$2,272,493

EXHIBIT C
GENERAL TERMS AND CONDITIONS

GTC 610: GENERAL TERMS AND CONDITIONS

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

EXHIBIT C
GENERAL TERMS AND CONDITIONS

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

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

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

EXHIBIT C
GENERAL TERMS AND CONDITIONS

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

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

1. GRANTEE'S GENERAL RESPONSIBILITY

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

2. GRANTEE ASSURANCES AND COMMITMENTS

A. Compliance with Laws and Regulations

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable state laws, rules and regulations, and all applicable local ordinances.

B. Fulfillment of Assurances and Declarations

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

C. Permits and Licenses

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

3. POTENTIAL SUBCONTRACTORS

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

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

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

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

E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

acceptance of the project's final audit of expenditures under the Grant Agreement, and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the Department of General Services, the Department of Finance, the Bureau of State Audits, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the project's final audit of expenditures. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

4. PROJECT ACCESS

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

5. ACCOUNTING AND AUDIT REQUIREMENTS

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

6. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in the Application for Funding/Grant Proposal. Changes shall not be implemented by the project until authorized by the BSCC.

7. TERMINATION

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

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

8. SETTLEMENT OF DISPUTES

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

The appeal shall be in writing and shall:

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

9. UNION ACTIVITIES

For all agreements, except fixed price contracts of \$50,000 or less, the Grantee acknowledges that applicability of Government Code §16654 through §16649 to this Grant Agreement and agrees to the following:

- A. No state funds received under the Grant Agreement will be used to assist, promote, or deter union organizing.
- B. Grantee will not, for any business conducted under the Grant Agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.
- C. If Grantee incurs costs or makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

10. WAIVER

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