

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



ITEM: 3.12  
(ID # 17545)

**MEETING DATE:**  
Tuesday, November 16, 2021

**FROM :** PROBATION:

**SUBJECT:** PROBATION: Accept the Grant Award Notification and Ratify and Approve the Standard Agreement for the Senate Bill 823 Youth Programs and Facilities Grant Program 2021 Award from the California Board of State and Community Corrections. All Districts. [\$356,000 100% Board of State and Community Corrections Grant]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Accept the Grant Award Notification from the California Board of State and Community Corrections (BSCC) and Ratify and Approve the Standard Agreement with the BSCC, substantially conforming in form and substance to the attached template agreement, and modified for Part B applicants, to receive the lump sum 2021 Youth Programs and Facilities Grant Program (YFPG) Award in the total amount of \$356,000 for the period of June 10, 2021 through June 1, 2024.
2. Authorize the Chief Probation Officer, or designee, to execute and administer the Standard Agreement with the BSCC on behalf of the County, and future ministerial amendments thereto, as approved as to form by County Counsel, and to sign necessary documents and reports related to the administration of this grant, based on availability of fiscal funding with the condition that all funds received will not be used to supplant expenditures; and
3. Approve and direct the Auditor-Controller to make budget adjustments as outlined in the attached Schedule A for Fiscal Year 2021/2022.

**ACTION: 4/5 Vote Required, Policy**

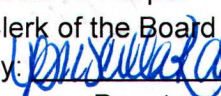
  
Ronald L. Miller, Chief Probation Officer 10/26/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: November 16, 2021  
xc: Probation, Auditor

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 356,000	\$ 0	\$ 356,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Board of State and Community Corrections Grant 100%			<b>Budget Adjustment:</b>	Yes
			<b>For Fiscal Year:</b>	21/22

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

On September 30, 2020, Governor Newsom signed Senate Bill (SB) 823 (Chapter 337, Statutes of 2020), which began the closure of the state’s Division of Juvenile Justice (DJJ), realigning those state functions to county governments. Under SB 823, DJJ intake closed for most youth on July 1, 2021, and counties then became fully responsible for housing, programming, and treatment of youth at higher offense and needs levels who can no longer be committed to DJJ.

As part of SB 823, \$9.6 million was set aside for the California Board of State and Community Corrections (BSCC) to award one-time grants to counties as part of the Youth Programs and Facilities Grant Program (YPPFG) for the purpose of providing resources for infrastructure-related needs and improvements to assist counties in the development of a local continuum of care. Awarded funds through this grant allows counties to facilitate youth programming that maintains trauma-informed, culturally relevant and gender appropriate services to youth in the care of counties. These programs must have practices and strategies that are rooted in documented evidence showing they reduce youth risk factors and rates of recidivism.

The Probation Department (Probation) operates the Alan M. Crogan Youth Treatment and Education Center (YTEC), a juvenile institution, that operates a trauma-informed approach for incarcerated youth, ultimately moving them to a lesser restrictive option culminating with a seamless transition back to the community. Probation’s partnership with Bayshine consulting will initiate the Pathways to Success that will provide program development, staff development, targeted trainings, and evidenced based evaluations for delivering a human centered/trauma response care for probation youth population. The BSCC fully funded grant application submitted by Probation for \$356,000 will target training for the staff to include pre-education, experiential practice, post training debriefing and hands on program development. It will also include funding for program implementation for adjudicated youth that include guiding principles of integration of knowledge, social and emotional learning competencies, restorative practices, and community building.

Training and program materials/supplies will be purchased solely with grant funds. No additional net county cost will be required and there is no county match requirement. The

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

current fiscal year budget adjustments for Probation of \$356,000 are outlined in the attached Schedule A.

**Impact on Residents and Businesses**

This grant provides proper training and programming for staff which will allow them to identify the signs and symptoms of trauma and know how to create a safe space for adjudicated youth in our care. They will also be better equipped to assist youth and their families as the youth transition back into their communities.

**ATTACHMENTS:**

Schedule A – BSCC Youth Programs and Facilities Grant Award FY21-22  
BSCC Youth Programs and Facilities Grant Award Notification  
Grant Agreement Template



Juan C. Perez, Chief Operating Officer

11/10/2021



Gregory H. Priamos, Director County Counsel

11/3/2021

From: BSCC SB823 Grant <SB823Grant@bscc.ca.gov>

Sent: Tuesday, June 29, 2021 4:10 PM

To: BSCC SB823 Grant <SB823Grant@bscc.ca.gov>; Miller, Ronald <Romiller@RIVCO.ORG>; Copeland, Tiki <TiCopeland@Rivco.org>

Cc: Moreno, Doug <Demoreno@RIVCO.ORG>; Bailey, Jason <Jbailey@RIVCO.ORG>; Porras, Elisa <EPorras@RIVCO.ORG>; Holstien, Jessica <Jholstien@RIVCO.ORG>; Terrell, Julie <Jterrell@RIVCO.ORG>; Arias, Kathleen <KArias@RIVCO.ORG>

Subject: RE: SB 823 - Riverside Part B submittal

CAUTION: This email originated externally from the **Riverside County** email system. **DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

The BSCC Board unanimously passed the agenda item which approved conditional funding for your grant application. Congratulations on your new grant with the BSCC.

The below table shows the grant funds available to Part B applicants.

It is our pleasure to serve as the BSCC representatives for this grant program. Staff at the BSCC are currently teleworking so we ask for your patience during this contracting period. If you have any questions or think we can be of assistance, please do not hesitate to contact me or John Prince.

Again, congratulations on your award and we look forward to working with you.

*John Prince*

*Ryan Okimura*

John Prince, Deputy Director SB823Grant@bscc.ca.gov John.Prince@bscc.ca.gov	Ryan Okimura, Staff Services Manager SB823Grant@bscc.ca.gov Ryan.Okimura@bscc.ca.gov
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	Small Counties	Medium Counties	Large Counties
<b>Juvenile Population Threshold</b>	Population < 25,000	Population 25,001- 95,000	Population 95,001+
<b>Total Number of Counties</b>	17	14	6
<b>Total Amount to Category</b>	\$2,848,000	\$2,136,000	\$2,136,000
Original Funding Amount Per County Applicant	\$47,086	\$82,400	\$154,500
Updated Funding Amount Per County Applicant as of 6.10.2021	\$144,000	\$131,143	\$306,000
<b>Updated Funding Amount Per County Applicant as of 6.29.2021</b>	<b>\$167,529</b>	<b>\$152,571</b>	<b>\$356,000</b>

Thank you,

Ryan Okimura, Manager  
BOARD OF STATE AND COMMUNITY CORRECTIONS  
2590 Venture Oaks Way, Sacramento, CA 95833  
phone 916.327.3967 | cell 916.207.7713  
email [ryan.okimura@bscc.ca.gov](mailto:ryan.okimura@bscc.ca.gov)  
LEADERSHIP \* EXCELLENCE \* SUPPORT

**Schedule A**  
**Riverside County Probation Department**  
**Pathways to Success SB823 YPFG Part B Grant**  
**Fiscal Year 2021/22**

**Increase Appropriations Expense:**

10000-2600100000-522310	Maint-Building and Improvement	\$ 55,321
10000-2600100000-523800	Printing/Binding	\$ 75,670
10000-2600100000-523640	Computer Equip	\$ 57,164
10000-2600100000-527860	Training-Materials	\$ 78,845
10000-2600100000-510040	Regular Salaries	\$ 89,000

**Increase Appropriations Revenue:**

10000-2600100000-755913	Juvenile Re-entry Grant/DJJ	\$ 356,000
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**STANDARD AGREEMENT**  
STD 213 (Rev 03/2019)

AGREEMENT NUMBER

CountyName823PartA

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTOR NAME

County of [Click here to enter county name.](#)

2. The term of this Agreement is:

START DATE

**JUNE 10, 2021**

THROUGH END DATE

**JUNE 1, 2024**

3. The maximum amount of this Agreement is:

**\$000,000.00**

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions	4
Exhibit D	Special Terms and Conditions	4
Attachment 1*	Youth Programs and Facilities Grant Program (YPFG) – Request for Application	*
Attachment 2	YPFG Grant Application	<a href="#">Click or tap</a>
Appendix A	YPFG Scoring Panel	1

\* This item is hereby incorporated by reference and can be viewed at: <https://www.bscc.ca.gov/youth-programs-and-facilities-grant-program-yppg/>*IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

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

**GRANTEE NAME**

CONTRACTOR BUSINESS ADDRESS

[Click or tap here to enter text.](#)

CITY

[Click or tap here to enter](#)

STATE

CA

ZIP

[Click or tap](#)

PRINTED NAME OF PERSON SIGNING

[Click or tap here to enter text.](#)

TITLE

[Click or tap here to enter text.](#)

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

John Prince

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

## EXHIBIT A: SCOPE OF WORK

### 1. GRANT AGREEMENT – Youth Programs and Facilities Grant Program (YPFG)

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and [Click here to enter Grantee name](#). (hereafter referred to as the Grantee or Contractor).

### 2. PROJECT SUMMARY AND ADMINISTRATION

A. On September 30, 2020, Governor Newsom signed Senate Bill 823 (Chapter 337, Statutes of 2020), which began the closure of the state's Division of Juvenile Justice, realigning those state functions to county governments. Under SB 823, DJJ intake will close for most youth on July 1, 2021, and counties then become fully responsible for housing, programming, and treatment of youth at higher offense and needs levels who can no longer be committed to DJJ.

As part of SB 823, \$9.6 million was set aside for the Board of State and Community Corrections to "award one-time grants, to counties for the purpose of providing resources for infrastructure-related needs and improvements to assist counties in the development of a local continuum of care." (Welf. & Inst. Code, § 2250, subd. (a).)

B. Grantee agrees to administer the project in accordance with Attachment 1: YPFG Request for Application (incorporated by reference) and Attachment 2: YPFG Grant Application, which are attached and hereto and 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 regarding the interpretation, performance, or payment for work performed under this Grant Agreement.

B. The Grantee's project officials shall be those identified as follows:

**Authorized Officer** with legal authority to sign:

Name: [Click here to enter text](#).  
Title: [Click here to enter text](#).  
Address: [Click here to enter text](#).  
Phone: [Click here to enter phone # eg \(555\) 555-5555](#).

**Designated Financial Officer** authorized to receive warrants:

Name: [Click here to enter text](#).  
Title: [Click here to enter text](#).  
Address: [Click here to enter text](#).  
Phone: [Click here to enter phone # eg \(555\) 555-5555](#).  
Email: [Click here to enter email](#).

**Project Director** authorized to administer the project:

Name: [Click here to enter text](#).  
Title: [Click here to enter text](#).  
Address: [Click here to enter text](#).  
Phone: [Click here to enter phone # eg \(555\) 555-5555](#).

## EXHIBIT A: SCOPE OF WORK

Email: [Click here to enter email.](#)

- 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 comply with all data collection and reporting requirements as described in Attachment 1: YPFG Request for Application and Attachment 2: YPFG Grant Application.

### 5. REPORTING REQUIREMENTS

By July 31, 2024, each grantee that receives a grant from the Youth Programs and Facilities Grant Program shall submit a Final Report to the BSCC with the following information:

- 1. An accounting of expenditures.
- 2. A description of the physical and system enhancements made.
- 3. How many regional placement beds were supported with the funding.
- 4. What proportion of the regional placement beds were contracted to other counties and which counties.

### 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 and 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 also required for all subcontractors and consultants.
- 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,



## **EXHIBIT A: SCOPE OF WORK**

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.

### **7. CONFLICT OF INTEREST**

- A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the YPFG Scoring Panel (See Appendix A) from receiving funds from the YPFG grants awarded under this RFA. Applicants who are awarded grants under this RFA are responsible for reviewing the YPFG Scoring Panel membership roster (see Appendix A) and ensuring that no grant dollars are passed through to any entity represented by the members of the YPFG Scoring Panel.
- B. In cases of an actual conflict of interest with a Scoring Panel member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

## 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.
- B. All project expenditures and any county match contributions must be incurred by the end of the grant project period, June 1, 2024, and included on the invoice due July 15, 2024. Project expenditures incurred after June 1, 2024 will not be reimbursed.
- D. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.
- E. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits.

#### Quarterly Invoicing Periods:

#### Due no later than:

- |  |                  |
|--|------------------|
| 1. June 10, 2021 to August 31, 2021        | October 15, 2021 |
| 2. September 1, 2021 to November 30, 2021  | January 15, 2022 |
| 3. December 1, 2021 to February 28, 2022   | April 15, 2022   |
| 4. March 1, 2022 to May 31, 2022           | July 15, 2022    |
| 5. June 1, 2022 to August 31, 2022         | October 15, 2022 |
| 6. September 1, 2022 to November 30, 2022  | January 15, 2023 |
| 7. December 1, 2022 to February 28, 2023   | April 15, 2023   |
| 8. March 1, 2023 to May 31, 2023           | July 15, 2023    |
| 9. June 1, 2023 to August 31, 2023         | October 15, 2023 |
| 10. September 1, 2023 to November 30, 2023 | January 15, 2024 |
| 11. December 1, 2023 to February 29, 2024  | April 15, 2024   |
| 12. March 1, 2024 to June 1, 2024          | July 15, 2024    |

### 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.

### 3. BUDGET CONTINGENCY CLAUSE

- A. This grant agreement is valid through YPFG funding generated from the General Fund. The 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 funding granted through the passage of Senate Bill 823 (Statutes of 2020, Chapter 337).
- B. If YPFG funding is reduced or falls below estimates contained within the YPFG Request for Application, the BSCC shall have the option to either cancel this Grant Agreement with no

## EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.

- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have 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 except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

### 4. PROJECT COSTS

- A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the July 2020 BSCC Grant Administration Guide, which can be found under Quick Links here:

[https://www.bscc.ca.gov/s\\_correctionsplanningandprograms/](https://www.bscc.ca.gov/s_correctionsplanningandprograms/)

The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.

- B. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.
- C. 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.
- D. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

### 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 may 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 Report;
- 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.

**EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

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.

**7. PROJECT BUDGET**

LINE ITEMS	SB 823 BUDGET		
	STATE REIMBURSED	CASH CONTRIBUTION	TOTAL
1. Construction	\$0.00	\$0.00	\$0.00
2. Architectural	\$0.00	\$0.00	\$0.00
3. Fixed Furnishings/Equipment	\$0.00	\$0.00	\$0.00
4. Moveable Furnishings/Equipment	\$0.00	\$0.00	\$0.00
5. Construction Management	\$0.00	\$0.00	\$0.00
6. Transportation/Equipment	\$0.00	\$0.00	\$0.00
7. Training Materials/Supplies	\$0.00	\$0.00	\$0.00
8. Programing Materials/Supplies	\$0.00	\$0.00	\$0.00
9. Other One-Time Personnel Costs (planning, development, and project management) (Not to Exceed 25% of total budget)	\$0.00	\$0.00	\$0.00
10. Other County Costs	\$0.00	\$0.00	\$0.00
Total Project Costs	\$0.00	\$0.00	\$0.00
<b>Percentage of Total</b>	0.00%	0.00%	0.00%

## EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

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 deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic

## EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. 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. (See Cal. Code Regs., tit. 2, §11105.)

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 04/2017](#) 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

## EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

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.

**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

### **EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)**

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**

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC are solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1: YPFG Request for Application and Attachment 2: YPFG Grant Application.
- C. 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: YPFG Request for Application and Attachment 2: YPFG Grant Application, 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 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 his 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 moneys to any subcontractor.
- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the YPFG RFA and described in Appendix D.
- D. Grantee assures that for any subcontract awarded by the Grantee, such 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

## EXHIBIT D: SPECIAL TERMS AND CONDITIONS

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 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 designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. 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 including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of 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 three years 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. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to grantees that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Required as Item 6 of the original Application Package checklist, Appendix D.)

### **7. 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 Attachment 1: YPFG Request for Application Request and Attachment 2: YPFG Grant Application.

### **8. 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: YPFG Request for Application Request and Attachment 2: YPFG Grant Application, or approved modifications; and
  - 3) 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.

### **9. SETTLEMENT OF DISPUTES**

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC County Facilities Construction Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC County Facilities Construction Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC County Facilities Construction Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to

## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

render a final decision. If the Grantee does not appeal the decision of the BSCC County Facilities Construction Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.

- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.
- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

### **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.

YPFG Scoring Panel Committee - Grant Cycle from June 10, 2021 to June 1, 2024

	Name	Title & Organizational Affiliation	From
1.	Linda Penner, Co-Chair	BSCC Board Chair	Board of State and Community Corrections
2.	David Steinhart, Co-Chair	BSCC Board Member, Program Director	Commonweal Juvenile Justice Program
3.	Miguel Garcia	Advocacy Coordinator	Anti-Recidivism Coalition (ARC)
4.	Rachel Rios	Executive Director	La Familia Counseling Center
5.	Michelle Scray Brown	Probation Chief (Retired)	San Bernardino County