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Contract Number

22-792

SAP Number

## County Administrative Office

<b>Department Contract Representative</b>	<u>Allegra Pajot</u>
<b>Telephone Number</b>	<u>(909) 387-5005</u>
<b>Contractor</b>	<u>Faith Advisory Council for</u> <u>Community Transformation</u>
<b>Contractor Representative</b>	<u></u>
<b>Telephone Number</b>	<u></u>
<b>Contract Term</b>	<u>Date of Execution through January</u> <u>31, 2023</u>
<b>Original Contract Amount</b>	<u>\$431,700 Aggregate</u>
<b>Amendment Amount</b>	<u></u>
<b>Total Contract Amount</b>	<u>\$431,700 Aggregate</u>
<b>Cost Center</b>	<u></u>

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, San Bernardino County ("County") was awarded a Coronavirus Emergency Supplemental Funds Grant ("Grant") from the Board of State and Community Corrections ("BSCC") with an effective date of March 31, 2021 through January 31, 2022, which was subsequently extended through January 31, 2023, to support incarcerated and Re-Entry Populations affected by COVID-19; and

**WHEREAS**, the terms of the Grant require that twenty percent (20%) of the total grant award be allocated and utilized by Non-Governmental Organizations (NGOs) that will provide services, supplies, activities, and equipment directly related to the response and to prepare for and prevent COVID-19 as it relates to inmates and/or the Re-Entry Populations; and

**WHEREAS**, the County conducted a competitive process to find NGOs to provide these services; and

**WHEREAS**, based on the representations of Faith Advisory Council for Community Transformation ("Contractor") in its proposal to the County, the County finds Contractor qualified to provide these services; and

**WHEREAS**, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

**NOW, THEREFORE**, the County and Contractor mutually agree to the following terms and conditions:

**A. DEFINITIONS**

**A.1 Board of State and Community Corrections (BSCC)** – Established in 2012, the BSCC is an independent statutory agency of the State of California that provides leadership to the adult and juvenile criminal justice systems, expertise on Public Safety Realignment issues, a data and information clearinghouse, and technical assistance on a wide range of community corrections issues. BSCC also promotes regulations for adult and juvenile detention facilities, conducts regular inspections of those facilities, develops standards for the selection and training of local corrections and probation officers, and administers significant public safety-related grant funding.

**A.2 Community-Based Organization/Nongovernmental Organization (CBO/NGO)** – A public or private organization of demonstrated effectiveness that is representative of a community or significant segments of a community; and provides educations or related services to individuals in the community.

**A.3 Coronavirus/COVID 19** – An infectious disease caused by the SARS-CoV-2 virus. The virus can spread from an infected person's mouth or nose in small liquid particles when they cough, sneeze, speak, sing, or breath. Larger respiratory droplets and smaller aerosols can spread the virus.

**A.4 Coronavirus Emergency Supplemental Funding (CESF) Program** – A grant program administered by the U.S. Department of Justice, Bureau of Justice Assistance. It provides federal funding to states, local governments, and tribes to prevent, prepare for, and respond to Coronavirus.

**A.5 Criminal Justice Involved** – Individuals who have been apprehended, prosecuted, and sentenced for criminal offences.

**A.6 Department of Behavioral Health (DBH)** – The San Bernardino County Department of Behavioral Health (DBH), which under state law, provides mental health treatment and prevention services to County residents. To maintain a continuum of care, DBH operators or, contracts for the provision of 24-hour care, day treatment, outpatient services, case management, and crisis and referral services. Community services are provided in all major County metropolitan areas and are accessible to County residents.

**A.7 Effective Date** – Refers to the date this Contract is fully executed.

**A.8 Local Advisory Committee** – A committee selected based on each member's expertise and competency in the subject matter represented, and who are responsible for the development, implementation, and oversight of the proposed project.

**A.9 Re-Entry Population** – Refers to Criminal Justice Involved individuals transitioning from prisons or jails back into the community.

**A.10 San Bernardino County Law and Justice Group (L&JG)** – Collaboration of multiple San Bernardino County departments/agencies who provide services and/or interact with the Criminal Justice Involved population.

**A.11 Services** – Refers to the services to be provided by Contractor under this Contract and pursuant to a fully executed Monthly Services Projection form (MSP form).

**A.12 US Department of Justice, Bureau of Justice Assistance (BJA)** – The Bureau of Justice Assistance (BJA) was created in 1984 to reduce violent crime, create safer communities, and reform our Nation's criminal justice system. BJA's mission is to provide leadership and services in grant administration and criminal justice policy development to support state, local, and tribal justice strategies to achieve safer communities.

**B. CONTRACTOR RESPONSIBILITIES, WARRANTIES, AND REPRESENTATIONS**



## **B.1 Representations and Warranties**

### **B.1.1 Contractor represents and warrants that:**

- It has been duly organized, in existence, and in good standing for at least six months prior to the Effective Date of this Contract, or if Contractor recently reorganized or merged with other qualified non-governmental entities that were in existence prior to the six-month date, all necessary agreements have been executed and filed with the California Secretary of State prior to the effective date of this Contract;
- It is registered with the California Secretary of State's Office, if applicable;
- It has a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship);
- It has all state or local licenses or certifications necessary to provide the Services under this Contract, if applicable; and
- It has a physical address.

**B.1.2** In the event any of the representations and warranties set forth in Section B.3 are no longer true, Contractor shall immediately notify the County, and County thereafter shall have the right to immediately terminate this Contract upon notice to Contractor.

## **B.2 General Descriptions of Contractor Services:**

**B.2.1** Provide Re-Entry Population participants with approaches that prevent, prepare for, and respond to the coronavirus by a) increasing access to COVID-compliant substance use disorder (SUD) residential facilities, b) increasing treatment vaccination locations, c) increasing access to isolation/quarantine shelter beds, and d) increasing access to hygiene and personal protective equipment delivery on site (which requires the distribution of resources and supplies to be directed into the most impacted areas).

**B.2.2** Engage in activities to assist DBH to increase vaccination rates of Re-Entry Populations.

**B.2.3** Engage in activities to support DBH's efforts to reach project proposed goals/objectives by performing program services that will effectively address DBH project targeted outcomes.

**B.2.4** Facilitate networks with community SUD residential facilities and provided educational support relating to COVID-19 to the Re-Entry Population.

**B.2.5** Coordinate with SUD facilities, community and faith-based organizations to serve as COVID-19 testing and vaccination sites, referral networks, and/or agency support programs to reach and serve the Re-Entry Population.

**B.2.6** Assist the Re-Entry Population with accessing isolation/quarantine shelter beds which are needed to due to COVID-19.

**B.2.7** Coordinate distribution of hygiene and PPE equipment to locations and agencies frequented by the Re-Entry Population.

**B.2.8** Coordinate with DBH to facilitate the distribution of resources and supplies for the prevention and response to COVID-19 into the most impacted areas affecting the Re-Entry Population.

**B.2.9** Attend DBH's CESF Local Advisory Committee meetings, if requested.

**B.3** The services set forth under Section B.2 of this Contract are general descriptions of services that the County may engage Contractor to perform under this Contract. Prior to Contractor performing

any work under this Contract, County and Contractor shall execute the MSP form for each element of the services that County wishes Contractor to provide. Each MSP form shall set forth the specific services to be performed by Contractor, the resources that Contractor will provide for the specific services, the timetable for performance, the fee, expenses, and costs for the requested services, and payment milestones and amount, and shall be submitted to DBH for approval by the 15<sup>th</sup> of the month prior to services being rendered. Only services that are included in the MSP form, and approved by DBH in advance, will be allowable. Subject to the not-to-exceed aggregate dollar limit of this Contract, the County Chief Executive Officer is authorized to execute any MSP form on behalf of the County. To the extent of any inconsistencies between any MSP form and this Contract, the terms of this Contract shall control.

**B.4 No Guarantee of Minimum Services Requested of Contractor**

Contractor acknowledges that there is no guarantee of a minimum amount of work or services that will be requested of Contractor under this Contract, except pursuant to the terms of a fully executed MSP form.

**B.5** Contractor shall comply with all terms and conditions of the Grant that are applicable to Contractor as a subcontractor/subgrantee of the County, as set forth in Attachment A (2020 BSCC CESF Request for Applications Proposal Instructions Packet) and Attachment B (BSCC Grant Administration Guide (July 2020)), which are incorporated herein by this reference. Additionally, Contractor shall adhere to any other federal CESF grant requirements, which include but are not limited to, the DOJ/BJA CESF Program Guidelines <https://www.ojp.gov/funding/financialguidedojo/overview> and the DOJ Grants Financial Guide 2022 <https://www.ojp.gov/funding/financialguidedojo/overview>. To the extent of any conflicts between the terms of this Contract and the terms in the Grant that are applicable to Contractor, the terms in the Grant shall control.

**B.6** To the extent the Grant terms are modified by BSCC, Contractor shall comply with all of the Grant terms, as modified, where applicable to Contractor.

**B.7** All expenditure for which Contractor seeks reimbursement from the County under this Contract shall comply with the BSCC Grant Administration Guide (July 2020): <http://bscc.ca.gov/wp-content/uploads/BSCC-Grant-Admin-Guide-July-2020-Final.pdf>, as set forth in Attachment B.

**B.8** Contractor is responsible for properly documenting and supporting all costs relating to personnel salaries, wages, and benefits to the extent Contractor seeks such costs from the County for the Services. Documentation should clearly outline the following:

- Position classification;
- Salary rate reported by hourly wage;
  - Salaries are fixed compensation for services performed by employees of CBO and are paid on regular basis.
- Designation of part-time or full-time employment status;
- Date activity provided;
- Time spent on activities related to supporting target population.
- Description of activity provided and relation to coronavirus.

**B.9** Contractor shall provide all documentation requested by County within the timeframe requested by County evidencing Contractor's provision of Services under each MSP form.

**C. GENERAL CONTRACT REQUIREMENTS**

**C.1 Recitals**

The recitals set forth above are true and correct and incorporated herein by this reference.

**C.2 Contract Amendments**

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

**C.3 Contract Assignability**

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

**C.4 Contract Exclusivity**

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

**C.5 Attorney's Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

**C.6 Background Checks for Contractor Personnel**

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (d) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

**C.7 Change of Address**

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

**C.8 Choice of Law**

This Contract shall be governed by and construed according to the laws of the State of California.

**C. 9 Compliance with County Policy**

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to



disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

**C.10 Confidentiality**

Contractor shall ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract comply with the terms and conditions as set forth in the Human Services Information Privacy and Security Requirements specified at <http://hss.sbcounty.gov/Privacy> prior to providing any Services. Contractor shall immediately notify the County of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at <http://hss.sbcounty.gov/Privacy> are hereby incorporated by this reference.

**C.11 Primary Point of Contact**

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

**C.12 County Representative**

The County Chief Executive Officer or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors ("Board"), then the Board must approve all amendments to this Contract, unless that authority has otherwise been delegated by the Board.

**C.13 Damage to County Property**

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

**C. 14 Debarment and Suspension**

Contractor certifies that neither it nor its principals or subcontracts is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

**C.15 Drug and Alcohol Free Workplace**

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

**C.16 Duration of Terms**

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

**C.17 Employment Discrimination**

During the term of the Contract, Contractor shall not discriminate 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, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

**C.18 Environmental Requirements**

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

**C.19 Improper Influence**

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.



**C.20 Improper Consideration**

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

**C.21 Informal Dispute Resolution**

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

**C.22 Legality and Severability**

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

**C.23 Licenses, Permits and/or Certifications**

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

**C.24 Material Misstatement/Misrepresentation**

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

**C.25 Mutual Covenants**

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

**C.26 Nondisclosure**

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or

otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

**C.27 Notice of Delays**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

**C.28 Ownership of Documents**

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, upon termination of the Contract in accordance with Subsection C.38 Termination for Convenience or Section I Correction of Performance Deficiencies, or upon expiration of the Contract Term in accordance with Section D—Term of Contract, whichever is applicable. Unless otherwise directed by County, Contractor may retain copies of such items.

**C.29 Reserved**

**C.30 Air, Water Pollution Control, Safety and Health**

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

**C.31 Records**

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

**C.32 Relationship of the Parties**

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

**C.33 Release of Information**

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

**C.34 Representation of the County**

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

**C.35 Strict Performance**

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

**C.36 Subcontracting**

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

- 36.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 36.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 36.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

**C. 37 Subpoena**

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

**C.38 Termination for Convenience**

The County reserves the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

**C.39 Time of the Essence**

Time is of the essence in performance of this Contract and of each of its provisions.

**C.40 Venue**

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

**C.41 Conflict of Interest**

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

**C.42 Former County Administrative Officials**

Contractor agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

**C.43 Disclosure of Criminal and Civil Procedures**

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

#### **C.44 Copyright**

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

#### **C.45 Artwork, Proofs and Negatives**

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Contractor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

#### **C.46 California Consumer Privacy Act**

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

### **D. TERM OF CONTRACT**

This Contract is effective as of the Effective Date and expires January 31, 2023, unless it is terminated earlier in accordance with the provisions of this Contract.

### **E. COUNTY RESPONSIBILITIES**

**E.1** For the Services provided by Contractor, County shall pay Contractor in accordance with the terms of any fully executed MSP form and Section F of this Contract.



- E.2** The County shall have the right to terminate a MSP form immediately upon notice to Contractor in the event Contractor fails to meet the expectations of the County as to any milestone under a MSP form.
- E.3** DBH shall work with Contractor in developing and processing MSP forms under this Contract.
- E.4** DBH will be responsible for programmatic oversight, review, and preliminary approval of invoices, and the County Administrative Office (L&JG Administration) will be responsible for all administrative and fiscal oversight, including the disbursement of reimbursements to Contractor in accordance with the terms of this Contract and the MSP form.
- E.5** DBH shall establish and maintain effective lines of communication with Contractor.
- E.6** To the extent the Grant terms are modified by BSCC and such modifications relate to the responsibilities of Contractor, County shall inform Contractor of such modifications.

**F. FISCAL PROVISIONS**

- F.1** Payment will be made to Contractor in accordance with the payment milestone schedule set forth in a fully executed MSP form. Payment will be made only if Contractor fully meets the applicable payment milestone(s) to the reasonable satisfaction of the County.
- F.2** The maximum amount of reimbursement under this Contract shall not exceed an aggregate of \$431,700, divided between several agreements between the County and various vendors for the provision of the Services. This Contract is one of several contracts to which this aggregate maximum applies. It is, therefore, understood by Contractor that payment to Contractor will be only a fraction of this aggregate maximum, if any, based on the Services actually rendered by Contractor and in accordance with an applicable MSP form. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
- F.3** Contractor shall provide County itemized invoices, in arrears, based on the Contractor meeting the payment milestone(s) and in a format acceptable to the County for services performed under this Contract within twenty (20) days of the end of the previous month in which the milestone is met to the satisfaction of the County. All invoices shall be submitted with corresponding receipts and supporting documentation reflecting any expenses incurred by Contractor in performing the Services. All invoices shall state with specificity the milestone reached for payment under the MSP form. The County shall make payment to Contractor within sixty (60) working days after receipt of invoice or the resolution of any billing dispute.
- F.4** Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- F.5** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- F.6** Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F.7** Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with

respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

- F.8** Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.
- F.9** No payment will be made to Contractor without a fully executed MSP form. If a Contractor fails to meet the County's expectations on the milestones in a MSP form, the County may, in its discretion, reallocate the funds for the MSP form to another vendor.
- F.10** Contractor will not be reimbursed by County for any costs, expenses, or fees incurred by Contractor after January 31, 2023 for performing the Services, unless the term of the Grant and this Contract are extended.

## **G. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

### **G.1 Indemnification**

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

### **G.2 Additional Insured**

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

### **G.3 Waiver of Subrogation Rights**

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

### **G.4 Policies Primary and Non-Contributory**

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

### **G.5 Severability of Interests**

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

**G.6 Proof of Coverage**

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

**G.7 Acceptability of Insurance Carrier**

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

**G.8 Deductibles and Self-Insured Retention**

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

**G.9 Failure to Procure Coverage**

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

**G.10 Insurance Review**

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

**G.11** The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- G.11.1** Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- G.11.2** Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
- a. Premises operations and mobile equipment.
  - b. Products and completed operations.
  - c. Broad form property damage (including completed operations).
  - d. Explosion, collapse and underground hazards.
  - e. Personal injury.
  - f. Contractual liability.
  - g. \$2,000,000 general aggregate limit.

- G.11.3** Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- G.11.4** Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

## **H. RIGHT TO MONITOR AND AUDIT**

- H.1** The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and

evaluation of this Contract and comply with any and all reporting requirements established by the County.

- H.2** All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

**I. CORRECTION OF PERFORMANCE DEFICIENCIES**

- I.1** Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- I.2** In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
  - b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
  - c. Withhold funds pending duration of the breach; and/or
  - d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
  - e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

**J. NOTICES**

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

*San Bernardino County  
County Administrative Office  
Law and Justice Group – Administration  
385 North Arrowhead Avenue, Fourth Floor  
San Bernardino, CA 92415-0123  
Attn: Allegra Pajot*

*Faith Advisory Council for Community  
Transformation  
  
688 North Arrowhead Avenue, Suite # 203  
San Bernardino, CA 92401  
Attn: George Lamb*

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

**K. ENTIRE AGREEMENT**

This Contract, including all attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

**L. ELECTRONIC SIGNATURES**

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein.



Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.


SAN BERNARDINO COUNTY



Curt Hagman, Chairman, Board of Supervisors

Dated: **SEP 13 2022**


SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

  
Lynna Monell  
Clerk of the Board of Supervisors  
of the San Bernardino County

By  Deputy

FAITH ADVISORY COUNCIL FOR COMMUNITY TRANSFORMATION

(Print or type name of corporation, company, contractor, etc.)

By 

(Authorized signature - sign in blue ink)

Name George Lamb

(Print or type name of person signing contract)

Title President/CEO

(Print or Type)

Dated: 9/6/2022

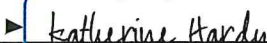
Address 688 North Arrowhead Ave, Suite # 203

San Bernardino, CA 92401

**FOR COUNTY USE ONLY**

Approved as to Legal Form

DocuSigned by:



Katherine Hardy, Deputy County Counsel

**9/6/2022**

Date

Reviewed for Contract Compliance

DocuSigned by:



Allegra Pajot, Administrative Analyst

**9/6/2022**

Date

Reviewed/Approved by Department

DocuSigned by:



Mathew Erickson, County Chief Financial Officer

**9/6/2022**

Date



## **Coronavirus Emergency Supplemental Funding (CESF) Program**

### **REQUEST FOR APPLICATIONS: Proposal Instructions Packet**

**Eligible Applicants: California Counties**

**RFA Released: November 20, 2020**

**Proposals Due: February 1, 2021**

**Grant Period: March 31, 2021 to January 31, 2022**

STATE OF CALIFORNIA  
**BOARD OF STATE AND COMMUNITY CORRECTIONS**  
2500 VENTURE OAKSWAY, STE 200 • SACRAMENTO CA 95833 • [WWW.BSCC.CA.GOV](http://WWW.BSCC.CA.GOV)



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**NOTE:** This document contains the necessary information for completing the CESF Program Request for Application (RFA) package. The actual RFA Package is provided as a stand-alone document on the BSCC website at [www.bscc.ca.gov](http://www.bscc.ca.gov).



**CONFIDENTIALITY NOTICE**

All documents submitted as a part of the Coronavirus Emergency Supplemental Funding (CESF) Program are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC, as a state agency, may have to disclose these documents to the public. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, §§ 6250 et seq.)

## PART I: GRANT INFORMATION

### Contact Information

This Request for Applications (RFA) provides the information necessary to prepare an Application to the Board of State and Community Corrections (BSCC) for grant funds available through the Coronavirus Emergency Supplemental Funding (CESF) Program. Any questions concerning the RFA must be submitted by email to: [CESF@bscc.ca.gov](mailto:CESF@bscc.ca.gov).

The BSCC will accept and respond to questions about this RFA until January 28, 2021. Questions and answers will be posted on the BSCC website and updated periodically up until January 28, 2021.

### Background Information

The Coronavirus Emergency Supplemental Funding (CESF) Program is administered by the U.S. Department of Justice, Bureau of Justice Assistance (BJA) to fund approaches that prevent, prepare for, and respond to the coronavirus.

In Spring 2020, BJA released a federal CESF solicitation to states and allocated funding to cities and counties through a separate process. The total CESF allocation to California was \$93,684,166. Of that amount, the state portion is \$58,518,568. Separately, cities and counties received \$35,165,598 directly from BJA. This Request for Applications is specific to the state allocation. Please contact BJA with questions about direct city and county allocations.

### Bidder's Conference

Eligible applicants are invited – but not required – to attend a virtual Bidder's Conference. The purpose of the Bidder's Conference is to answer technical questions and provide clarity on the RFA. Bidder's Conference details are listed below:

#### CESF Bidder's Conference

Wednesday, December 16, 2020 at 10:00 A.M.

A Zoom Meeting link will be posted to BSCC website [www.bscc.ca.gov](http://www.bscc.ca.gov).

### Proposal Due Date and Submission Instructions

Proposals must be received by 5:00 P.M. on Monday, February 1, 2021. Applicants must ensure the proposal package is signed with a digital signature OR a wet blue ink signature that is then scanned with the completed proposal package. Submit one (1) completed proposal package via email to: [CESF@bscc.ca.gov](mailto:CESF@bscc.ca.gov).

If the BSCC does not receive the proposal package on or before the due date and time noted above, the proposal will not be considered.

**Federal Requirements**

Federal Statutory Authority: The CESF Program is authorized by Division B of H.R. 748, Pub. L. No. 116-136 (Emergency Appropriations for Coronavirus Health Response and Agency Operations); 28 U.S.C. 530C.

If selected for funding, in addition to implementing the funded project consistent with the Office of Justice Programs (OJP) approved application, the grantees must comply with all award requirements (including all award conditions), as well as all applicable requirements of federal statutes and regulations. Additional information about CESF federal statutes and regulations can be found at: <https://www.bja.gov>.

**Description of the Grant**

On March 4, 2020, Governor Gavin Newsom declared a State of Emergency in California to help combat the spread of the Coronavirus (COVID-19). In support of these efforts, California is releasing a non-competitive, formula-based Request for Applications (RFA).

**Grant Period**

Eligible applicants will be funded for a 10-month period commencing March 31, 2021 and ending January 31, 2022.

**Eligibility to Apply**

Eligible applicants are California Counties<sup>1</sup>. One (1) application must be submitted on behalf of the County. Applications must be submitted by the Board of Supervisors or the Chief County Administrative Officer.

**Lead Public Agency**

Applicants are required to designate a Lead Public Agency (LPA) to serve as the coordinator for all grant activities. LPA means a governmental agency with local authority within the applicant county. The applicant may choose to fill the role of LPA itself or it may designate a department, agency, or office under its jurisdiction to serve as the LPA. The role of the LPA is to coordinate with local government agencies and non-governmental organizations to ensure successful implementation of the grant program. The LPA is responsible for data collection and management, invoices, meeting coordination (virtual and/or in-person) and will serve as the primary point of contact with the BSCC.

**Eligible Activities**

Funds awarded under the CESF Program must be utilized to prevent, prepare for, and respond to the coronavirus with a focus on meeting CESF re-entry related needs.

Allowable projects and purchases include but are not limited to:

- Addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers
- Equipment (Includes law enforcement and medical personal protective equipment)
- Hiring

<sup>1</sup> Lassen County is not eligible to receive funding through this RFA. The County's per-person direct allocation from BJA is greater than the per-person allocation the BSCC is making available to counties.

- Overtime
- Supplies (Gloves, Masks, Sanitizer)
- Training
- Travel Expenses (Particularly costs related to the distribution of resources to the most impacted areas)

#### Unallowable Costs

For information on allowable and unallowable costs refer to the U.S. Department of Justice [Financial Guide](#) and the [BSCC Grant Administration Guide](#).

#### Funding Information

The state CESF Program allocation is \$58,518,568. On July 16, 2020, the BSCC awarded \$15,000,000 in funding to the California Department of Corrections and Rehabilitation to help expedite the emergency housing needs of people being released from state prisons. After accounting for grant administrative costs<sup>2</sup>, a total of \$41,763,011 is available to California Counties to prevent, prepare for, and respond to the coronavirus.

#### Funding Allocation

CESF funding will be allocated to counties as shown in Table I. A detailed funding chart is also provided as Appendix A.

Table I: CESF Available Funding Chart		
	County	Available Funding
1	Alameda County	\$1,121,503.18
2	Alpine County	\$2,207.01
3	Amador County	\$72,812.13
4	Butte County	\$291,542.54
5	Calaveras County	\$50,786.84
6	Colusa County	\$42,327.51
7	Contra Costa County	\$1,547,649.38
8	Del Norte County	\$52,755.75
9	El Dorado County	\$316,901.89
10	Fresno County	\$892,345.82
11	Glenn County	\$56,818.04
12	Humboldt County	\$146,830.64
13	Imperial County	\$250,267.88
14	Inyo County	\$35,915.19
15	Kern County	\$714,959.51
16	Kings County	\$198,072.74
17	Lake County	\$78,481.84
18	Lassen County	\$0
19	Los Angeles County	\$7,998,604.45
20	Madera County	\$113,036.75

<sup>2</sup> Three percent of the award has been retained for administrative purposes

Table I: CESF Available Funding Chart		
	County	Available Funding
21	Marin County	\$394,828.46
22	Mariposa County	\$34,916.04
23	Mendocino County	\$100,230.25
24	Merced County	\$253,750.85
25	Modoc County	\$18,494.85
26	Mono County	\$26,020.34
27	Monterey County	\$558,445.99
28	Napa County	\$145,437.59
29	Nevada County	\$189,613.79
30	Orange County	\$4,878,736.80
31	Placer County	\$664,209.42
32	Plumas County	\$35,289.03
33	Riverside County	\$3,321,764.66
34	Sacramento County	\$1,286,635.35
35	San Benito County	\$120,502.56
36	San Bernardino County	\$2,158,476.30
37	San Diego County	\$4,085,425.63
38	San Francisco County	\$286,020.73
39	San Joaquin County	\$172,300.74
40	San Luis Obispo County	\$432,736.99
41	San Mateo County	\$1,193,397.89
42	Santa Barbara County	\$571,122.87
43	Santa Clara County	\$2,700,326.74
44	Santa Cruz County	\$287,512.23
45	Shasta County	\$62,439.36
46	Sierra County	\$6,186.21
47	Siskiyou County	\$85,924.73
48	Solano County	\$393,233.95
49	Sonoma County	\$564,141.48
50	Stanislaus County	\$382,686.87
51	Sutter County	\$80,628.09
52	Tehama County	\$34,879.42
53	Trinity County	\$26,182.68
54	Tulare County	\$579,161.06
55	Tuolumne County	\$67,113.85
56	Ventura County	\$1,214,026.08
57	Yolo County	\$263,822.08
58	Yuba County	\$102,569.95

BJA made \$35,165,598 available to California's cities and counties through a separate application process (Appendix B). All local awards have been allocated based on BJA's publicly available data. These local allocations were considered as the BSCC developed a formula to allocate the remaining state award. The \$41,763,011 CESF award is divided by the county's population and the resulting number is the amount per person that should



be allocated (approximately \$1.93). Lassen County is not eligible to receive an allocation because of funds that were already made available to the county through the local BJA allocation.

**Mandatory Pass-Through Requirement**

Counties must pass-through at least 20 percent of the CESF award to non-governmental community-based organization(s) impacted by coronavirus and providing services in the county. Professional grants management organizations, consulting firms, auditors and evaluators may not count toward meeting this pass-through obligation.

Applicants will be required to submit an assurance that non-governmental organizations receiving CESF meet certain legal and licensure requirements (Appendix C).

**Match Requirement**

The CESF Program does not have a match requirement.

**Supplanting**

Supplanting is the deliberate reduction in the amount of federal, state, or local funds being appropriated to an existing program or activity because grant funds have been awarded for the same purposes. Supplanting is strictly prohibited for all BSCC grants. The CESF Program shall be used to support new program activities or to augment or expand existing program activities but shall not be used to replace existing funds. When using outside funds as match, applicants must be careful not to supplant. It is the responsibility of the grantee to ensure that supplanting does not occur. The grantee must keep clear and detailed financial records to show that grant funds are used only for allowable costs and activities.

**Local Advisory Committee Requirements**

In order to apply for funding, counties must form a CESF Local Advisory Committee that includes stakeholders who have experience and expertise in the prospective programs and/or services to be implemented by the proposal.

**Membership**

At a minimum the CESF Local Advisory Committee should include representatives from non-governmental community-based organizations, Tribes, and cities within the county that are impacted by the proposal. Counties may use an existing body, but it must include individuals with the appropriate experience and expertise and address all the requirements listed in this section. A CESF Membership Roster must be provided as part of the application (Appendix D).

Additional membership examples include, but are not limited to, behavioral health professionals, educators, faith-based organizations, individuals impacted by the justice system, youth, law enforcement, social service providers, advocacy groups, housing providers, and concerned citizens. It is the applicant's discretion to determine the maximum size of the committee and meeting frequency (virtual and/or in-person).

**Responsibilities**

The CESF Local Advisory Committee is responsible for the development, implementation, and oversight of the funded project. This Advisory Committee will, at a minimum, advise on:

- How to identify and prioritize the most pressing needs to be addressed
- How to identify the strategies, programs and/or services to be undertaken to address those needs;
- The development and submission of the grant project; and
- Ongoing implementation of the grant project.

In support of these efforts, each applicant will develop a Project Work Plan that identifies measurable project goals, objectives, and commensurate timelines (Appendix E).

**Conflict of Interest**

Each applicant should consider state and local conflict of interest laws when selecting members of the CESF Local Advisory Committee. Applicants are advised to check with local counsel about potential conflicts.

**Evidence-Informed Principles**

The BSCC is committed to supporting a focus on better outcomes in the criminal justice system and for those involved in it. Applicants that seek funding through this grant process should use data driven decision-making in the development, implementation, and evaluation of their grant-funded projects. In developing a proposal, it may be helpful for applicants to consider the following questions:

1. Is there evidence or data to suggest that the program is likely to work, i.e., produce a desired benefit?

For example, was the program you selected used by another jurisdiction with documented positive results? Is there published research on the program you are choosing to implement showing its effectiveness? Is the program being used by another jurisdiction with a similar problem and similar target population?

2. Once the program is selected, will you be able to demonstrate that it is being carried out as intended?

For example, does this program provide for a way to monitor quality control or continuous quality improvement? If this program was implemented in another jurisdiction, are there procedures in place to ensure that you are following the model closely (so that you are more likely to achieve the desired outcomes)?

3. Is there a plan to collect evidence or data that will allow for an evaluation of whether the program “worked?”

For example, will the program you selected allow for the collection of data or other evidence so that outcomes can be measured at the conclusion of the project? Do you have processes in place to identify, collect and analyze that data/evidence?

Applicants are encouraged to develop a project that incorporates these evidence-informed principles but is tailored to fit the needs of the communities they serve. For additional information and resources related to evidence-based practices and data driven decision making see Appendix F.

## **General Grant Requirements**

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### **Grant Agreement**

Applicants approved for funding by the BSCC Board are required to enter into a grant agreement with the BSCC. Grantees must agree to comply with all terms and conditions of the Grant Agreement. See Appendix G for a sample grant agreement (State of California: Contract and General Terms and Conditions). The terms and conditions of the grant agreement may change before execution.

The grant agreement start date is expected to be March 31, 2021. Grant agreements are considered fully executed only after they are signed by both the Grantee and the BSCC. Work, services and encumbrances cannot begin prior to the grant agreement start date. Work, services and encumbrances that occur after the start date but prior to grant agreement execution may not be reimbursed. Grantees are responsible for maintaining their grant agreement, all invoices, records and relevant documentation for at least three years after the final payment under the contract.

### **Governing Board Resolution**

Local governmental applicants must submit a resolution from their governing board addressing specified requirements as included in the sample Governing Board Resolution, which can be found in Appendix H. A signed resolution is not required at the time of proposal submission; however, grant recipients must have a resolution on file for the CESF Program before a fully executed grant agreement can be completed.

### **Invoices**

Disbursement of grant funds occurs on a reimbursement basis for costs incurred during a reporting period. Grantees shall be paid in one lump sum. The State Controller's Office (SCO) will issue the warrant (check) to the individual designated on the Applicant Information Form as the Financial Officer for the grant. Grantees must submit invoices to the BSCC through an online process no later than 45 days following the end of the invoicing period. Grantees must maintain adequate supporting documentation for all costs claimed on invoices. BSCC staff will conduct a desk review process which requires grantees to submit electronic documentation to support all grant funds claimed during the invoicing period and on-site monitoring visits that will include a review of documentation maintained as substantiation for project expenditures.



Additional information about invoicing can be found in the BSCC Grant Administration Guide, located on the BSCC [website](#).

#### **Progress Reports**

Grant award recipients are required to submit progress reports to the BSCC. Progress reports are a critical element in BSCC's monitoring and oversight process. Grantees that are unable to demonstrate that they are making sufficient progress toward project goals and objectives and that funds are being spent down in accordance with the Grant Award Agreement could be subject to the withholding of funds. Applicable forms and instructions will be available to grantees on the BSCC's website.

#### **Grantee Orientation Process**

Following the start of the grant period, BSCC staff will conduct a virtual Grantee Orientation on April 7, 2021. The purpose of this mandatory session is to review the program requirements, invoicing and budget modification processes, data collection and reporting requirements, as well as other grant management and monitoring activities. Typically, the Project Director, Financial Officer, Day-to-Day Contact, and service providers attend.

#### **Travel**

Travel is usually warranted when personal contact by project-related personnel is the most appropriate method of completing project-related business. The most economical method of transportation, in terms of direct expenses to the project and the project-related personnel's time away from the project, must be used. Grantees are required to include sufficient per diem and travel allocations for project-related personnel to attend any required BSCC training conferences or workshops as described in the Request for Applications and Grant Agreement.

#### **Units of Government**

Grantees that are units of government using BSCC funds may follow either their own written travel and per diem policy or the California State travel and per diem policy. Units of government that plan to use cars from a state, county, city, district carpool, or garage may budget either the mileage rate established by the carpool or garage, or the state mileage rate, not to exceed the loaning agency.

#### **Out-of-State Travel**

Out-of-state travel is generally restricted and only allowed in exceptional situations. Grantees must receive written BSCC approval prior to incurring expenses for out-of-state travel. Even if previously authorized in the Grant Agreement, Grantees must submit a separate written request on Grantee letterhead for approval to the assigned BSCC Field Representative. Out-of-state travel requests must include a detailed justification and budget information.

In addition, California prohibits travel, except under specified circumstances, to states that have been found by the California Attorney General to have discriminatory laws. The BSCC will not reimburse for travel to these states unless the travel meets a specific exception under Government Code section 11139.8, subdivision (c). For additional information, please see: <https://oag.ca.gov/abt1887>.

**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 applicants 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.

The 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 applicants must complete Appendix I certifying that they are in compliance with the BSCC's policies on debarment, fraud, theft and embezzlement.

**Compliance Monitoring Visits**

The BSCC staff will monitor each project to assess whether the project is in compliance with grant requirements and making progress toward grant objectives. As needed, monitoring visits may also occur to provide technical assistance on fiscal, programmatic, evaluative, and administrative requirements. For your reference, a sample Monitoring Visit Checklist Tool is provided in Appendix J.

**Overview of the RFA Process**

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**Confirmation of Receipt of Application**

Upon submission of a proposal, applicants will receive a confirmation email from the BSCC stating that the proposal has been received. The email will be sent to the individual that signed the application and the person listed as the Project Director.

**Review Process**

BSCC staff will review each application for compliance with the criteria in this RFA.

**Summary of Key Dates**

The following table shows a timeline of key dates related to the CESF Program.

Activity	Date
Release Request for Applications	November 20, 2020
Virtual Bidder's Conference	December 16, 2020
Proposals Due to the BSCC	February 1, 2021
Proposal Review	February - March, 2021
New Grants Begin	March 31, 2021
Mandatory New Grantee Orientation	April 7, 2021

## PART II: PROPOSAL INSTRUCTIONS

This section contains pertinent information for completing the CESF Program Request for Application (RFA) package. The Application Package is provided as a stand-alone document on the BSCC website at: [www.bscc.ca.gov](http://www.bscc.ca.gov).

### Proposal Narrative and Budget Instructions

#### Proposal Narrative

The Proposal Narrative must address the Project Need, Project Description, and CESF Local Advisory Committee criteria. The Proposal Narrative must be submitted using the template provided at the end of this document (Arial 12-point font with one-inch margins on all four sides and at 1.5-line spaced) and cannot exceed **six (6) numbered pages** in length. The CESF Local Advisory Committee Roster and Project Work Plan don't count towards the six-page limit.

Within each narrative section, please address the following:

SECTION One: Project Need Criteria	
1.1	Description of the need(s) to be addressed by the CESF Program.
1.2	Description of how the need(s) to be addressed by the CESF Program were identified.
1.3	Describe why the need(s) described above is not met with existing resources.
1.4	Provide relevant qualitative and/or quantitative data with citations in support of the need(s).

SECTION Two: Project Description Criteria	
2.1	Description of how the proposed approach (program, service, activity, etc.) will be utilized to prevent, prepare for, and respond to the coronavirus with a focus on meeting CESF re-entry related needs
2.2	Description of how the proposed approach will meet re-entry related needs

SECTION Three: CESF Local Advisory Committee Criteria	
3.1	Describe the process that was used to determine who would serve on the CESF Local Advisory Committee Criteria
3.2	Provide a CESF Local Advisory Committee Roster (Appendix D) including member affiliations and their Non-Governmental Organizations status as relevant.
3.3	Provide a Project Work Plan (Appendix E) that: <ul style="list-style-type: none"> <li>Identifies measurable goals, objectives, and commensurate timelines</li> <li>Identifies how the goals will be achieved in terms of the activities, responsible staff/partners, and start and end dates.</li> </ul>

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**Budget Section**

As part of the application process, applicants are required to submit the CESF Budget Attachment, which is an Excel Workbook that can be accessed using the link below.

➤ To Access the CESF Budget Section, click [here](#)

Applicants should be aware that budgets will be subject to review and approval by the BSCC staff to ensure all proposed costs listed within the budget narrative are allowable and eligible for reimbursement. Regardless of any ineligible costs that may need to be addressed post award, the starting budget for the reimbursement invoices and the total amount requested will be the figures used for the Standard Grant Agreement.

Applicants are solely responsible for the accuracy and completeness of the information entered in the Budget Table and Budget Narrative. Detailed instructions for completing the Budget Attachment are listed on the Instructions tab of the Excel workbook. All project costs must be directly related to the objectives and activities of the project. The Budget Table must cover the entire 10-month grant period.

For additional guidance related to grant budgets, refer to the [BSCC Grant Administration Guide](#)

SECTION III: Project Budget	
4.1	Provide complete and detailed budget information that includes: <ul style="list-style-type: none"><li>• Language supporting each expense</li><li>• Expenses that are appropriate for the project's goals and planned activities.</li></ul>



## PART III: APPENDIXES

### CESF Appendixes

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This section includes the following appendixes:

- Appendix A - Funding Allocation Chart
- Appendix B - Bureau of Justice Assistance: 2020 California CESF Allocation by City-and-County
- Appendix C - Criteria for Non-Governmental Organizations Receiving CESF
- Appendix D - CESF Local Advisory Committee Membership Roster
- Appendix E - Project Work Plan
- Appendix F - Glossary of Terms
- Appendix G - Sample Grant Agreement
- Appendix H - Governing Board Resolution
- Appendix I - Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement
- Appendix J - Sample Comprehensive Visit Monitoring Tool

## Appendix A: Funding Allocation Chart

County	Population Estimate Jan. 2020	CESF Total Local Allocation	Target Allocation (about \$1.93/person)	Adjusted Allocation (Target minus CESF Total Local Allocation)	Parity Check
Alameda County	1,670,834	2,107,528	\$3,229,031	\$1,121,503.18	1.93258647
Alpine County	1,142		\$2,207	\$2,207.01	1.93258647
Amador County	37,676		\$72,812	\$72,812.13	1.93258647
Butte County	210,291	114,863	\$406,406	\$291,542.54	1.93258647
Calaveras County	45,023	36,224	\$87,011	\$50,786.84	1.93258647
Colusa County	21,902		\$42,328	\$42,327.51	1.93258647
Contra Costa County	1,153,561	681,707	\$2,229,356	\$1,547,649.38	1.93258647
Del Norte County	27,298		\$52,756	\$52,755.75	1.93258647
El Dorado County	193,227	56,526	\$373,428	\$316,901.89	1.93258647
Fresno County	1,023,358	1,085,382	\$1,977,728	\$892,345.82	1.93258647
Glenn County	29,400		\$56,818	\$56,818.04	1.93258647
Humboldt County	133,302	110,787	\$257,618	\$146,830.64	1.93258647
Imperial County	188,777	114,560	\$364,828	\$250,267.88	1.93258647
Inyo County	18,584		\$35,915	\$35,915.19	1.93258647
Kern County	917,553	1,058,291	\$1,773,251	\$714,959.51	1.93258647
Kings County	153,608	98,788	\$296,861	\$198,072.74	1.93258647
Lake County	64,040	45,281	\$123,763	\$78,481.84	1.93258647
Lassen County	28,833	100,496	\$55,722	\$0.00	3.4854507
Los Angeles County	10,172,951	11,661,503	\$19,660,107	\$7,998,604.45	1.93258647
Madera County	158,147	192,596	\$305,633	\$113,036.75	1.93258647
Marin County	260,831	109,250	\$504,078	\$394,828.46	1.93258647
Mariposa County	18,067		\$34,916	\$34,916.04	1.93258647
Mendocino County	87,946	69,733	\$169,963	\$100,230.25	1.93258647
Merced County	283,521	294,178	\$547,929	\$253,750.85	1.93258647
Modoc County	9,570		\$18,495	\$18,494.85	1.93258647
Mono County	13,464		\$26,020	\$26,020.34	1.93258647
Monterey County	441,143	294,101	\$852,547	\$558,445.99	1.93258647
Napa County	139,088	123,362	\$268,800	\$145,437.59	1.93258647
Nevada County	98,114		\$189,614	\$189,613.79	1.93258647
Orange County	3,194,332	1,294,586	\$6,173,323	\$4,878,736.80	1.93258647
Placer County	403,711	115,997	\$780,206	\$664,209.42	1.93258647
Plumas County	18,260		\$35,289	\$35,289.03	1.93258647

County	Population Estimate Jan. 2020	CESF Total Local Allocation	Target Allocation (about \$1.93/person)	Adjusted Allocation (Target minus CESF Total Local Allocation)	Parity Check
Riverside County	2,442,304	1,398,199	\$4,719,964	\$3,321,764.66	1.93258647
Sacramento County	1,555,365	1,719,242	\$3,005,877	\$1,286,635.35	1.93258647
San Benito County	62,353		\$120,503	\$120,502.56	1.93258647
San Bernardino County	2,180,537	2,055,600	\$4,214,076	\$2,158,476.30	1.93258647
San Diego County	3,343,355	2,375,897	\$6,461,323	\$4,085,425.63	1.93258647
San Francisco County	897,806	1,449,067	\$1,735,088	\$286,020.73	1.93258647
San Joaquin County	773,632	1,322,810	\$1,495,111	\$172,300.74	1.93258647
San Luis Obispo County	277,259	103,090	\$535,827	\$432,736.99	1.93258647
San Mateo County	773,244	300,963	\$1,494,361	\$1,193,397.89	1.93258647
Santa Barbara County	451,840	302,097	\$873,219.87	\$571,122.87	1.93258647
Santa Clara County	1,961,969	1,091,348	\$3,791,674.74	\$2,700,326.74	1.93258647
Santa Cruz County	271,233	236,669	\$524,181.23	\$287,512.23	1.93258647
Shasta County	178,045	281,648	\$344,087.36	\$62,439.36	1.93258647
Sierra County	3,201		\$6,186.21	\$6,186.21	1.93258647
Siskiyou County	44,461		\$85,924.73	\$85,924.73	1.93258647
Solano County	440,224	457,537	\$850,770.95	\$393,233.95	1.93258647
Sonoma County	492,980	388,585	\$952,726.48	\$564,141.48	1.93258647
Stanislaus County	557,709	695,134	\$1,077,820.87	\$382,686.87	1.93258647
Sutter County	100,750	114,080	\$194,708.09	\$80,628.09	1.93258647
Tehama County	65,129	90,988	\$125,867.42	\$34,879.42	1.93258647
Trinity County	13,548		\$26,182.68	\$26,182.68	1.93258647
Tulare County	479,977	348,436	\$927,597.06	\$579,161.06	1.93258647
Tuolumne County	54,917	39,018	\$106,131.85	\$67,113.85	1.93258647
Ventura County	842,886	414,924	\$1,628,950.08	\$1,214,026.08	1.93258647
Yolo County	221,705	164,642	\$428,464.08	\$263,822.08	1.93258647
Yuba County	78,887	49,886	\$152,456	\$102,569.95	1.93258647
<b>Grand Total</b>	<b>39,782,870</b>	<b>35,165,599</b>	<b>\$76,883,836</b>	<b>\$41,763,010.99</b>	<b>1.93371192</b>

Minimum: \$0  
 Maximum: \$7,998,604  
 Average: \$720,052  
 SD: \$1,389,609



**Appendix B: Bureau of Justice Assistance: 2020 California Allocation by City and County**

State	Jurisdiction Name	Government Type	Joint Allocation
CA	ADELANTO CITY	Municipal	\$54,789
CA	ALAMEDA CITY	Municipal	\$41,660
CA	ALAMEDA COUNTY	County	\$133,882
CA	ALHAMBRA CITY	Municipal	\$36,679
CA	ANAHEIM CITY	Municipal	\$281,722
CA	ANTIOCH CITY	Municipal	\$161,353
CA	APPLE VALLEY TOWN	Municipal	\$58,791
CA	ARVIN CITY	Municipal	\$42,942
CA	ATWATER CITY	Municipal	\$44,376
CA	AZUSA CITY	Municipal	\$37,355
CA	BAKERSFIELD CITY	Municipal	\$411,905
CA	BALDWIN PARK CITY	Municipal	\$70,790
CA	BANNING CITY	Municipal	\$37,433
CA	BARSTOW CITY	Municipal	\$71,392
CA	BEAUMONT CITY	Municipal	\$35,016
CA	BELL CITY	Municipal	\$51,471
CA	BELLFLOWER CITY	Municipal	\$85,127
CA	BERKELEY CITY	Municipal	\$135,693
CA	BRAWLEY CITY	Municipal	\$33,734
CA	BUENA PARK CITY	Municipal	\$58,714
CA	BURBANK CITY	Municipal	\$46,941
CA	BUTTE COUNTY	County	\$37,658
CA	CALAVERAS COUNTY	County	\$36,224
CA	CARLSBAD CITY	Municipal	\$47,395
CA	CARSON CITY	Municipal	\$106,637
CA	CERES CITY	Municipal	\$40,374
CA	CHICO CITY	Municipal	\$77,205
CA	CHINO CITY	Municipal	\$49,431
CA	CHULA VISTA CITY	Municipal	\$166,711
CA	CITRUS HEIGHTS CITY	Municipal	\$85,279
CA	CLOVIS CITY	Municipal	\$55,621
CA	COACHELLA CITY	Municipal	\$33,357
CA	COLTON CITY	Municipal	\$48,526
CA	COMPTON CITY	Municipal	\$247,611
CA	CONCORD CITY	Municipal	\$105,655
CA	CONTRA COSTA COUNTY	County	\$82,337
CA	CORONA CITY	Municipal	\$46,789
CA	COSTA MESA CITY	Municipal	\$87,467
CA	COVINA CITY	Municipal	\$33,508
CA	CULVER CITY	Municipal	\$41,660

State	Jurisdiction Name	Government Type	Joint Allocation
CA	DALY CITY	Municipal	\$56,072
CA	DELANO CITY	Municipal	\$55,166
CA	DESERT HOT SPRINGS CITY	Municipal	\$56,526
CA	DINUBA CITY	Municipal	\$41,357
CA	DOWNEY CITY	Municipal	\$82,260
CA	EAST PALO ALTO CITY	Municipal	\$32,226
CA	EL CAJON CITY	Municipal	\$89,355
CA	EL CENTRO CITY	Municipal	\$41,808
CA	EL DORADO COUNTY	County	\$56,526
CA	EL MONTE CITY	Municipal	\$98,035
CA	ELK GROVE CITY	Municipal	\$127,767
CA	EMERYVILLE CITY	Municipal	\$32,903
CA	ESCONDIDO CITY	Municipal	\$125,276
CA	EUREKA CITY	Municipal	\$50,185
CA	FAIRFIELD CITY	Municipal	\$113,806
CA	FONTANA CITY	Municipal	\$180,217
CA	FREMONT CITY	Municipal	\$89,657
CA	FRESNO CITY	Municipal	\$683,062
CA	FRESNO COUNTY	County	\$252,969
CA	FULLERTON CITY	Municipal	\$77,205
CA	GARDEN GROVE CITY	Municipal	\$124,600
CA	GARDENA CITY	Municipal	\$77,884
CA	GILROY CITY	Municipal	\$43,922
CA	GLENDALE CITY	Municipal	\$52,524
CA	HANFORD CITY	Municipal	\$65,280
CA	HAWTHORNE CITY	Municipal	\$141,051
CA	HAYWARD CITY	Municipal	\$132,068
CA	HEMET CITY	Municipal	\$126,484
CA	HESPERIA CITY	Municipal	\$76,676
CA	HIGHLAND CITY	Municipal	\$47,318
CA	HUMBOLDT COUNTY	County	\$60,602
CA	HUNTINGTON BEACH CITY	Municipal	\$93,807
CA	HUNTINGTON PARK CITY	Municipal	\$96,298
CA	IMPERIAL COUNTY	County	\$39,018
CA	INDIO CITY	Municipal	\$125,354
CA	INGLEWOOD CITY	Municipal	\$180,369
CA	IRVINE CITY	Municipal	\$35,094
CA	JURUPA VALLEY CITY	Municipal	\$65,809
CA	KERN COUNTY	County	\$515,072
CA	KINGS COUNTY	County	\$33,508
CA	LA MESA CITY	Municipal	\$41,734
CA	LAKE COUNTY	County	\$45,281

State	Jurisdiction Name	Government Type	Joint Allocation
CA	LAKE ELSINORE CITY	Municipal	\$35,393
CA	LAKEWOOD CITY	Municipal	\$57,583
CA	LANCASTER CITY	Municipal	\$251,084
CA	LASSEN COUNTY	County	\$58,008
CA	LAWDALE CITY	Municipal	\$42,865
CA	LEMON GROVE CITY	Municipal	\$35,545
CA	LIVERMORE CITY	Municipal	\$43,242
CA	LODI CITY	Municipal	\$79,318
CA	LOMPOC CITY	Municipal	\$46,638
CA	LONG BEACH CITY	Municipal	\$657,554
CA	LOS ANGELES CITY	Municipal	\$6,375,560
CA	LOS ANGELES COUNTY	County	\$1,314,279
CA	LYNWOOD CITY	Municipal	\$101,202
CA	MADERA CITY	Municipal	\$100,599
CA	MADERA COUNTY	County	\$91,997
CA	MANTECA CITY	Municipal	\$53,810
CA	MARIN COUNTY	County	\$58,008
CA	MENDOCINO COUNTY	County	\$69,733
CA	MERCED CITY	Municipal	\$136,975
CA	MERCED COUNTY	County	\$112,827
CA	MODESTO CITY	Municipal	\$468,128
CA	MONTCLAIR CITY	Municipal	\$49,886
CA	MONTEBELLO CITY	Municipal	\$43,393
CA	MONTEREY COUNTY	County	\$58,337
CA	MORENO VALLEY CITY	Municipal	\$173,880
CA	MOUNTAIN VIEW CITY	Municipal	\$33,660
CA	NAPA CITY	Municipal	\$65,354
CA	NAPA COUNTY	County	\$58,008
CA	NATIONAL CITY	Municipal	\$67,168
CA	NORWALK CITY	Municipal	\$94,787
CA	OAKLAND CITY	Municipal	\$1,330,582
CA	OCEANSIDE CITY	Municipal	\$153,578
CA	ONTARIO CITY	Municipal	\$138,258
CA	ORANGE CITY	Municipal	\$46,638
CA	ORANGE COUNTY	County	\$53,810
CA	OXNARD CITY	Municipal	\$209,498
CA	PALM SPRINGS CITY	Municipal	\$63,695
CA	PALMDALE CITY	Municipal	\$166,633
CA	PARAMOUNT CITY	Municipal	\$69,430
CA	PASADENA CITY	Municipal	\$111,618
CA	PERRIS CITY	Municipal	\$44,904
CA	PETALUMA CITY	Municipal	\$51,091
CA	PICO RIVERA CITY	Municipal	\$49,431

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State	Jurisdiction Name	Government Type	Joint Allocation
CA	PITTSBURG CITY	Municipal	\$63,695
CA	PLACER COUNTY	County	\$65,055
CA	POMONA CITY	Municipal	\$182,028
CA	PORTERVILLE CITY	Municipal	\$48,903
CA	RANCHO CORDOVA	Municipal	\$67,468
CA	RANCHO CUCAMONGA CITY	Municipal	\$64,826
CA	RED BLUFF CITY	Municipal	\$32,980
CA	REDDING CITY	Municipal	\$150,108
CA	REDLANDS CITY	Municipal	\$49,280
CA	REDONDO BEACH CITY	Municipal	\$39,318
CA	REDWOOD CITY	Municipal	\$42,488
CA	REEDLEY CITY	Municipal	\$35,016
CA	RIALTO CITY	Municipal	\$96,072
CA	RICHMOND CITY	Municipal	\$221,800
CA	RIDGECREST CITY	Municipal	\$33,206
CA	RIVERSIDE CITY	Municipal	\$364,813
CA	RIVERSIDE COUNTY	County	\$188,746
CA	ROHNERT PARK CITY	Municipal	\$47,469
CA	ROSEMEAD CITY	Municipal	\$37,355
CA	ROSEVILLE CITY	Municipal	\$50,942
CA	SACRAMENTO CITY	Municipal	\$795,286
CA	SACRAMENTO COUNTY	County	\$643,442
CA	SALINAS CITY	Municipal	\$235,764
CA	SAN BERNARDINO CITY	Municipal	\$632,422
CA	SAN BERNARDINO COUNTY	County	\$204,217
CA	SAN BUENAVENTURA CITY	Municipal	\$90,714
CA	SAN DIEGO CITY	Municipal	\$1,217,682
CA	SAN DIEGO COUNTY	County	\$307,082
CA	SAN FRANCISCO CITY AND COUNTY	Municipal	\$1,449,067
CA	SAN JOAQUIN COUNTY	County	\$179,917
CA	SAN JOSE CITY	Municipal	\$865,998
CA	SAN LEANDRO CITY	Municipal	\$107,391
CA	SAN LUIS OBISPO CITY	Municipal	\$41,431
CA	SAN LUIS OBISPO COUNTY	County	\$61,659
CA	SAN MARCOS CITY	Municipal	\$42,488
CA	SAN MATEO CITY	Municipal	\$58,562
CA	SAN MATEO COUNTY	County	\$70,864
CA	SAN PABLO CITY	Municipal	\$46,867
CA	SAN RAFAEL CITY	Municipal	\$51,242

State	Jurisdiction Name	Government Type	Joint Allocation
CA	SANTA ANA CITY	Municipal	\$368,135
CA	SANTA BARBARA CITY	Municipal	\$85,807
CA	SANTA BARBARA COUNTY	County	\$60,602
CA	SANTA CLARA CITY	Municipal	\$39,923
CA	SANTA CLARA COUNTY	County	\$70,261
CA	SANTA CLARITA CITY	Municipal	\$78,033
CA	SANTA CRUZ CITY	Municipal	\$107,845
CA	SANTA CRUZ COUNTY	County	\$65,506
CA	SANTA MARIA CITY	Municipal	\$109,050
CA	SANTA MONICA CITY	Municipal	\$122,637
CA	SANTA ROSA CITY	Municipal	\$149,879
CA	SELMA CITY	Municipal	\$58,714
CA	SHASTA COUNTY	County	\$131,540
CA	SIMI VALLEY CITY	Municipal	\$40,149
CA	SOLANO COUNTY	County	\$58,008
CA	SONOMA COUNTY	County	\$140,146
CA	SOUTH GATE CITY	Municipal	\$143,013
CA	SOUTH SAN FRANCISCO CITY	Municipal	\$40,751
CA	STANISLAUS COUNTY	County	\$95,241
CA	STOCKTON CITY	Municipal	\$972,181
CA	SUNNYVALE CITY	Municipal	\$37,584
CA	SUSANVILLE CITY	Municipal	\$42,488
CA	SUTTER COUNTY	County	\$58,008
CA	TEHAMA	County	\$58,008
CA	THOUSAND OAKS CITY	Municipal	\$35,622
CA	TORRANCE CITY	Municipal	\$55,772
CA	TRACY CITY	Municipal	\$37,584
CA	TULARE CITY	Municipal	\$58,939
CA	TULARE COUNTY	County	\$82,637
CA	TUOLUMNE COUNTY	County	\$39,018
CA	TURLOCK CITY	Municipal	\$91,391
CA	UNION CITY	Municipal	\$60,450
CA	UPLAND CITY	Municipal	\$53,356
CA	VACAVILLE CITY	Municipal	\$49,357
CA	VALLEJO CITY	Municipal	\$236,366
CA	VENTURA COUNTY	County	\$38,941
CA	VICTORVILLE CITY	Municipal	\$180,143
CA	VISALIA CITY	Municipal	\$116,600
CA	VISTA CITY	Municipal	\$81,883
CA	WATSONVILLE CITY	Municipal	\$63,318
CA	WEST COVINA CITY	Municipal	\$60,602
CA	WEST HOLLYWOOD CITY	Municipal	\$61,053

State	Jurisdiction Name	Government Type	Joint Allocation
CA	WEST SACRAMENTO CITY	Municipal	\$56,072
CA	WESTMINSTER CITY	Municipal	\$67,394
CA	WHITTIER CITY	Municipal	\$60,073
CA	WOODLAND CITY	Municipal	\$50,562
CA	YOLO COUNTY	County	\$58,008
CA	YUBA CITY	Municipal	\$56,072
CA	YUBA COUNTY	County	\$49,886
	Local total		\$35,165,598



**Appendix C: Criteria for Non-Governmental Organizations Receiving CESF**

(Page 1 of 2)

The Coronavirus Emergency Supplemental Funding (CESF) Program Request for Proposals (RFP) includes requirements that apply to non-governmental organizations that receive funds under this grant. All grantees are responsible for ensuring that any contracted third parties continually meet these requirements as a condition of receiving CESF. The RFP describes these requirements as follows.

Any non-governmental organization that receives CESF (as either subgrantee or subcontractor) must:

- Have been duly organized, in existence, and in good standing for at least six months prior to the effective date of its fiscal agreement with the BSCC or with the CESF grantee.
- In either instance (applicant or subgrantee), non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grant agreement with the BSCC or the start date of the grantee-subcontractor fiscal agreement.
- Be registered with the California Secretary of State's Office, if applicable;
- Have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship);
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
- Have a physical address.

In the table below, provide the name of the Grantee and list all contracted parties.

(Page 2 of 2)

**Grantee Name:**

<b>Name of Contracted Party</b>	<b>Address</b>	<b>Email / Phone</b>	<b>Meets All Requirements</b>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

Grantees are required to update this list and submit it to the BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the CESF RFP. These records will be subject to the records and retention language found in Appendices A and C of the Standard Agreement.

Unless prior approval is obtained, the BSCC prohibits disbursement or reimbursement to any NGO that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

**A signature below is an assurance that all requirements listed above have been met.**

<b>AUTHORIZED SIGNATURE</b> (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER	TITLE		TELEPHONE
STREET ADDRESS	CITY	STATE	ZIP CODE
EMAIL ADDRESS			
SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement. The authorized signatory may sign with a digital signature <u>OR</u> a wet blue ink signature.)  x			DATE

Appendix D: CESF Local Advisory Committee Membership Roster

At a minimum the CESF Local Advisory Committee should include representatives from non-governmental community-based organizations, Tribes, and cities within the county that are impacted by the proposal (Page 5). Please list the members of the CESF Local Advisory Committee that are responsible for the development, implementation, and oversight of the proposed project in the below table. Include a name, title, organization, email address and signature (e-signatures are acceptable). This document shall be considered public record, do not include confidential information.

* Name	Title		Business Email Address	Signature
	Organization			
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

\*If needed, add additional rows to reflect the full CESF Local Advisory Committee

Appendix E: Project Work Plan

This Project Work Plan identifies measurable goals and objectives, activities and services, the responsible parties and a timeline. Completed plans should (1) identify the project's **top goals and objectives** (minimum of two); (2) identify how the top goals will be achieved in terms of the activities, responsible staff/partners, and start and end dates; and (3) provide goals and objectives with a clear relationship to the need and intent of the grant.

(1) Goal:		Responsible staff/partners	Timeline	
Objectives (A., B., etc.)	A. B. C.		Start Date	End Date
Project activities that support the identified goal and objectives:				
1.				
2.				
3.				

(2) Goal:		Responsible staff/partners	Timeline	
Objectives (A., B., etc.)	A. B. C.		Start Date	End Date
Project activities that support the identified goal and objectives:				
1.				
2.				
3.				

<b>(3) Goal:</b>			
Objectives (A., B., etc.)	A. B. C.		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
1.			
2.			
3.			

<b>(4) Goal:</b>			
Objectives (A., B., etc.)	A. B. C.		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
1.			
2.			
3.			



## Appendix F: Glossary of Terms

### Community-based Organization

A community-based organization (CBO) is a nongovernmental organization that provides services to a community consisting of individuals, groups, or other organizations that constitute the local or community service population. In this Request for Applications, CBOs and nonprofit organizations are referred to as Non-Governmental Organizations (NGOs).

### Evidence-Informed Principles

During the past two decades, there has been renewed interest in examining correctional research. These efforts have been led by researchers such as Gendreau, Andrews, Cullen, Lipsey and others<sup>3</sup>. Much evidence has been generated, leading to the conclusion that many rehabilitation programs have, in fact, produced significant reductions in recidivism. The next critical issue became the identification of those characteristics most commonly associated with effective programs. Through the work of numerous scholars (Andrews et al., 1990<sup>4</sup>; Cullen and Gendreau, 2000<sup>5</sup>; Lipsey 1999<sup>6</sup>, several "principles of effective intervention" have been identified. These principles can be briefly categorized as the following:

- Assess Actuarial Risk/Needs
- Enhance Intrinsic Motivation
- Target Interventions
  - Risk Principle
  - Need Principle
  - Responsivity Principle
  - Dosage
  - Treatment Principle
- Skill Train with Directed Practice
- Increase Positive Reinforcement
- Engage Ongoing Support in Natural Communities
- Measure Relevant Processes/Practices
- Provide Measurement Feedback

### Goal versus Objective

Goals and objectives are terms in common use, sometimes used interchangeably because both refer to the intended results of program activities. Goals are longer-term than objectives, more broadly stated and govern the specific objectives to which program activities are directed. In proposals, goals are defined by broad statements of what the

<sup>3</sup> For a thorough review of this research, see Cullen, F.T. and B.K. Applegate. 1996. *Offender rehabilitation: Effective correctional intervention*. Brookfield, VT: Ashgate Dartmouth.

<sup>4</sup> Andrews, D.A., I. Zinger, R.D. Hoge, J. Bonta, P. Gendreau and F.T. Cullen. 1990. Does correctional treatment work? A clinically relevant and psychologically informed meta-analysis. *Criminology* 28(3):369-404.

<sup>5</sup> Cullen, F.T. and P. Gendreau. 2000. Assessing correctional rehabilitation: Policy, practice, and prospects. In *Criminal Justice 2000: Volume 3 – Policies, processes, and decisions of the criminal justice system*, ed. J. Homey, 109-175. Washington, D.C.: U.S. Department of Justice, National Institute of Justice.

<sup>6</sup> Lipsey, M.W. 1999. Can intervention rehabilitate serious delinquents? *The Annals of the American Academy of Political and Social Science*, 564(2):142-165.



program intends to accomplish, representing the long-term intended outcome of the program<sup>7</sup>.

Examples of goal statements:

- To reduce the number of serious and chronic juvenile offenders
- To divert youth who commit nonviolent offenses from state correctional institutions
- To restore the losses suffered by the victims of crimes

Objectives are defined by statements of specific, measurable aims of program activities<sup>8</sup>. Objectives detail the tasks that must be completed to achieve goals. Descriptions of objectives in the proposals should include three elements:

- 1) Direction – the expected change or accomplishment (e.g., improve, maintain)
- 2) Timeframe – when the objective will be achieved
- 3) Target Population– who is affected by the objective

Examples of program objectives:

- By the end of the program, drug-addicted juveniles will recognize the long-term consequences of drug use.
- To place eligible youth in an intensive supervision program within two weeks of adjudication to ensure offender accountability and community safety.
- To ensure that offenders carry out all the terms of the mediation agreements that they have worked out with their victims by program completion

#### Re-entry

Release from a custodial setting (e.g. jail, prison, etc.) back into the community

#### RFA

Request for Applications

<sup>7</sup> Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). Juvenile Justice Program Evaluation: An overview (Second Edition). Retrieved from [www.jrta.org/pubs/juv-justice-program-evaluation.pdf](http://www.jrta.org/pubs/juv-justice-program-evaluation.pdf). See also New York State Division of Criminal Justice Services. A Guide to Developing Goals and Objectives for Your Program. Retrieved from <http://www.criminaljustice.ny.gov/cfa/goalwrite.htm>.

<sup>8</sup> National Center for Justice Planning. Overview of Strategic Planning. Where Do We Want to Be? Goals and Objectives. Retrieved from <http://ncjp.org/strategic-planning/overview/where-do-we-want-be/goals-objectives>.

## Appendix G: Sample Grant Agreement

STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES

SCO ID: 5227-BGCC-XXX-20

## STANDARD AGREEMENT

STD 243 (Rev 03/2019)

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (If Applicable)

BSCC XXX-20

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

GRANTEE NAME

2. The term of this Agreement is:

START DATE

MARCH 31, 2021

THROUGH END DATE

JANUARY 31, 2022

3. The maximum amount of this Agreement is:

\$XXX,XXX

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	2
Exhibit C	General Terms and Conditions (04/2017)	3
Exhibit D	Special Terms and Conditions	3
Exhibit E	Coronavirus Emergency Supplemental Funding (CESF) Federal Conditions	13
Attachment 1	2020 CESF Request for Applications	*
Attachment 2	2020 CESF Grant Application	XX
Attachment 3	2020 Coronavirus Emergency Supplemental Funding Program Solicitation	*

\*Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at: [2020 BJA CESF Program Solicitation](#)

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

XXX

CITY

XXX

STATE

XX

ZIP

XXX

PRINTED NAME OF PERSON SIGNING

XXX

TITLE

XXX

CONTRACTOR AUTHORIZED SIGNATURE

X

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

RICARDO GOODRIDGE

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

X

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL: EXEMPT PER SCM, VOLUME 1, CH. 4.05

**EXHIBIT A: SCOPE OF WORK****1. GRANT AGREEMENT – CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM (CESF)**

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

**2. PROJECT SUMMARY AND ADMINISTRATION**

A. Project summary here

B. Grantee agrees to administer the project in accordance with Attachment 1: 2020 CESF Request for Applications (incorporated by reference), Attachment 2: 2020 CESF Grant Application, and Attachment 3: 2020 Coronavirus Emergency Supplemental Funding Program Solicitation.

**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 project officials shall be those identified as follows:

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

Name:

Title:

Phone:

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

Name:

Title:

Phone:

Email:

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

Name:

Title:

Phone:

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: 2020 Coronavirus Emergency Supplemental Funding Program Solicitation.

**5. REPORTING REQUIREMENTS**

- A. Grantee will submit semi-annual 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:

**Semi-Annual Progress Report Periods**

**Due no later than:**

- |  |                   |
|--|-------------------|
| 1. March 31, 2021 to June 30, 2021     | July 15, 2021     |
| 2. July 1, 2021 to December 31, 2021   | January 15, 2022  |
| 3. January 1, 2022 to January 31, 2022 | February 15, 2022 |

**6. PROJECT RECORDS**

- A. The Grantee shall establish an official file for the project that contains adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, 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).
- 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.

**7. CONFLICT OF INTEREST**

Each applicant should consider state and local conflict of interest laws when selecting members of the CESF Local Advisory Committee. Applicants are advised to check with local counsel about potential conflicts.

**8. AUDIT**

Grantee must submit an audit of expenditures within 120 days following the end of the grant period. Grantees may choose either a program-specific audit or a single federal audit. Federal guidelines allow grantees receiving \$750,000 or more in federal funds in a fiscal year to use their federal justice assistance grant funds to pay for the cost of the audit. Grantees falling below the \$750,000 threshold must use non-federal funds (i.e., match funds) to pay for audit costs. For purposes of this grant award, please check one of the boxes below to indicate the grantee's choice for meeting the audit requirement.

- ☐ In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the California State Controller's Accounting Standards and Procedures, Chapter 23, Grant Accounting Index, the identified grant will be included in the City/County Single Federal Audit Report, which will be submitted to the BSCC within the required timeframe of 120 days from the end of the grant period. NOTE: Should an extension be needed, please provide in advance of the deadline a written justification that indicates the reason(s) for the extension and the timeframe needed.

OR

- ☐ In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the California State Controller's Accounting Standards and Procedures Chapter 23, Grant Accounting Index, the grantee will provide a Program-Specific Final Audit Report to the BSCC within the required timeframe of 120 days from the end of the grant period.

OR

- ☐ In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the non-governmental entity grantee does not expend \$750,000 or more in total federal awards during the fiscal year and is therefore, exempt from Federal audit requirements for this grant contract period. However, the entity understands that it must keep and maintain the grant records and make them available for review or audit by appropriate officials of the Federal agency, pass-through agency (i.e., the Board of State and Community Corrections) and Governmental Accountability Office.

**9. DATA UNIVERSAL NUMBERS SYSTEM (DUNS)**

The Contractor/grantee (entity entering into contract with the BSCC) must maintain active registration of their Data Universal Numbers System (DUNS) number, used for this Grant Agreement, throughout the term of the contract. An active DUNS number is also required to remain in compliance with the Federal Funding Accountability and Transparency Act (FFATA), a reporting tool for Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation.

**EXHIBIT B: BUDGET AND PAYMENT DETAILS****1. STATEMENTS OF EXPENDITURES AND PAYMENT**

- A. The Grantee shall be paid in one lump sum by submitting an invoice (Form 201) to the BSCC. Any interest earned on the account must be reported to the BSCC and may only be used for allowable expenses during the grant period. Grantee shall only use grant funds for allowable costs (see Exhibit B, "Project Costs") and shall provide statements of expenditures and supporting documentation to the BSCC upon request and on a quarterly basis as set forth in the schedule below.

**Quarterly Invoicing Periods:****Due no later than:**

- |   |                   |
|---|-------------------|
| 1. March 31, 2021 to June 30, 2021      | August 15, 2021   |
| 2. July 1, 2021 to September 30, 2021   | November 15, 2021 |
| 3. October 1, 2021 to December 31, 2021 | February 15, 2022 |
| 4. January 1, 2022 to January 31, 2022  | March 15, 2022    |

- B. All grant project expenditures must be incurred by the end of the grant project cycle, January 31, 2022, and included on the final statement of expenditures due March 15, 2022. Project costs incurred after January 31, 2022 will not be reimbursed/eligible for contribution.
- C. A statement of expenditures is due to the BSCC even if grant funds are not expended during the reporting period. Supporting documentation must be submitted for expenditures upon BSCC's request. All supporting documentation must be maintained by the grantee on site and be readily available for review during BSCC site visits.
- D. Any unspent funds remaining at the end of the agreement term, must be returned to the BSCC within 30 days of the end of the grant agreement.

**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 and the Federal Government 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. 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. This Grant Agreement is valid and enforceable only if sufficient funds are made available by the United States Congress and California 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.

**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 most current version of the BSCC Grant Administration Guide (currently the BSCC Grant Administration Guide July 2020)



including any updated version that may be posted during the term of the grant agreement, which can be found under Quick Links here:

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

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 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. Grantee is responsible for ensuring that statements of expenditures submitted to the BSCC claim actual expenditures for eligible project costs.
- D. 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. PROJECT BUDGET

LINE ITEM	GRANT FUNDS
1. Salaries and Benefits	\$0
2. Services and Supplies	\$0
3. Professional Services or Public Agency Subcontracts	\$0
4. Non-Governmental Organization (NGO) Subcontracts	\$0
5. Equipment/Fixed Assets	\$0
6. Other (Travel, Training, etc.)	\$0
7. Indirect Costs	\$0
<b>TOTAL</b>	<b>\$0</b>

**EXHIBIT C: GENERAL TERMS AND CONDITIONS (GTC 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 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 (<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>) 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.
- 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 agrees to comply with all terms and conditions of this Grant Agreement. 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.

**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. Compliance with Federal Laws and Regulations**

The Grantee hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including the Federal Award Conditions, which are included in this Grant Agreement as Exhibit E.

**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 providers 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 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.

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 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 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 including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of 3 years following the end of the project period.

5. ACCOUNTING AND AUDIT REQUIREMENTS

- A. All funds received by the Grantee shall be deposited into separate fund accounts which identify the funds and clearly show the manner of their disposition. Grantee agrees that 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. Federal Audit Requirement: Grantee is required to complete an audit annually for each fiscal year/audit period, or fraction thereof, for the entire three-year grant cycle. See Exhibit A: Scope of Work, Section 7. Audit, for federal audit requirements.
- C. 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.

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.

#### **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 the 2020 CESF Request for Applications. Changes shall not be implemented by the project until authorized by the BSCC.

#### **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: 2020 CESF Request for Applications, Attachment 2: 2020 CESF Grant Application, Attachment 3: 2020 Coronavirus Emergency Supplemental Funding Program Solicitation; 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 9. 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 Corrections Planning and Programs 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 Corrections Planning and Programs 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 Corrections Planning and Programs 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 render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Programs 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.

#### 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.

## EXHIBIT E: CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING SPECIAL CONDITIONS

### 1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (<https://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm>), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements – whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period – may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

### 2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.



For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.



The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must—

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both—

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

## 2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

## 3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

## 4. Rules of construction

### A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

### B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify [website \(https://www.e-verify.gov/\)](https://www.e-verify.gov/) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

## 10. Requirement to report actual or imminent breach of personally identifiable information (PII)



The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) – (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements – including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") – no recipient (or subrecipient, at any tier)

may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R.

200.319(a) or as specifically authorized by USDOJ.

## 2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

## 3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

## 4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government — as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise — in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

## 14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://oip.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

## 15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated — in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute — that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.



The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient – or any subrecipient ("subgrantee") at any tier – develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28

C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54



The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28

C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28

C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award— (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by—(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient—

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—

a. it represents that—

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from



reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

**28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)**

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41

U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

**29. Encouragement of policies to ban text messaging while driving**

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ.**

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@oip.usdoj.gov](mailto:OJP.ComplianceReporting@oip.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

**31. Signing Authority**

This award must be signed by an authorized official of the applicant State, local, or tribal government, on behalf of that applicant State, unit of local government, or Tribe, unless the

applicant designates an organizational unit to apply on its behalf. For example, if designated by a unit of local government, a Police Department or Sheriff's Office (or similar agency) may apply on behalf of the applicant jurisdiction, as long as the department, office, or agency is listed as the organizational unit on the SF-424. In that case, the head of the designated organizational unit (such as a Police Chief or Sheriff) may sign the award. Documentation of the designation by the appropriate governing body must be retained by the grant recipient.

32. The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at <https://www.ojp.gov/funding/explore/CESF-program-specific-condition>, that is incorporated by reference here.
33. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
34. FFATA reporting: Subawards and executive compensation  
The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.  
  
This condition, including its reporting requirement, does not apply to— (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
35. Required monitoring of subawards  
The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
36. Use of program income



Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

**37. Justice Information Sharing**

Recipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://lit.ojp.gov/gsp\\_grantcondition](https://lit.ojp.gov/gsp_grantcondition). The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information.

**38. Avoidance of duplication of networks**

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.

**39. Compliance with National Environmental Policy Act and related statutes**

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA. The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/ or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.



**40. Establishment of interest-bearing account**

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish an interest-bearing account dedicated specifically to this award. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2

C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program. The recipient also agrees to obligate the award funds in the account (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

**41. Expenditures requiring prior approval**

No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP's Grant Management System (GMS).

**42. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after January 20, 2020**

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (January 20, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum - (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds.

**43. Use of funds for DNA testing; upload of DNA profiles**

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non- governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

**44. Body armor - compliance with NIJ standards and other requirements**

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.ojp.gov/topics/articles/body-armor-safety-initiative>.

45. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

46. Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at [CivilRightsMOA@usdoj.gov](mailto:CivilRightsMOA@usdoj.gov)) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

**Appendix H: Governing Board Resolution**

Before grant funds can be reimbursed, a grantee must either (1) submit a resolution from its Governing Board that delegates authority to the individual authorized to execute the grant agreement or (2) provide sufficient documentation indicating that the prospective grantee has been vested with plenary authority to execute grant agreements (e.g. County Board of Supervisors delegating such authority to an Agency head).

Below is assurance language that, at a minimum, must be included in the resolution submitted to the Board of State and Community Corrections.

WHEREAS the *(insert name of Local Government)* desires to participate in the Coronavirus Emergency Supplemental Funding (CESF) Program funded through the U.S. Department of Justice, Bureau of Justice Assistance and administered by the Board of State and Community Corrections (hereafter referred to as the BSCC).

NOW, THEREFORE, BE IT RESOLVED that the *(insert title of designated official)* be authorized on behalf of the *(insert name of Governing Board)* to submit the grant proposal for this funding and sign the Grant Agreement with the BSCC, including any amendments thereof.

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

BE IT FURTHER RESOLVED that the *(insert name of Local Government)* agrees to abide by the terms and conditions of the Grant Agreement as set forth by the BSCC.

Passed, approved, and adopted by the *(insert name of Governing Board)* in a meeting thereof held on *(insert date)* by the following:

Ayes:

Notes:

Absent:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

ATTEST: Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_



**Appendix I: Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement**

(Page 1 of 2)

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 applicants 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.

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.

By checking the following boxes and signing below, applicant affirms that:

- ☐ I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.
- ☐ I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.
- ☐ I/We will hold subgrantees and subcontractors to these same requirements.

A grantee may make a request in writing to the Executive Director of the BSCC for an exception to the debarment policy. Any determination made by the Executive Director shall be made in writing.

(Page 2 of 2)

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AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	
STREET ADDRESS	CITY	STATE	ZIP CODE
EMAIL ADDRESS			
AUTHORIZED OFFICER SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement. The authorized signatory may sign with a digital signature <u>OR</u> a wet blue ink signature.) X			DATE



### Appendix J: Sample Comprehensive Visit Monitoring Tool

#### Corrections Planning and Grant Programs Division COMPREHENSIVE MONITORING VISIT (CMV) TOOL

##### Instructions to Grantees

- Please complete this entire document prior to the Comprehensive Monitoring Visit.
- Refer to the CMV Tool User Guide for Grantees for instructions.
- During the visit, the Field Representative will review your responses with you.
- The completed CMV Tool along with the day(s) agenda should be returned to BSCC at least one week prior to the scheduled visit.

Grantee: Yes <input type="checkbox"/> No <input type="checkbox"/>	Award Year: 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/>
Grant Program:	Federal Funds: <input type="checkbox"/> State Funds: <input type="checkbox"/>
Contract Number:	Grant Amount:
Project Title:	
Project Director:	Financial Officer:
Project Director Phone:	Financial Officer Phone:
Project Director E-Mail:	Financial Officer E-mail:
Field Representative:	
Date of Visit:	Agenda Included: Yes <input type="checkbox"/> No <input type="checkbox"/>
Name and Title of Individual Completing the Form:	
Name:	Title:

Persons Interviewed During the Visit:

Name	Title	Agency

**Project Sites Visited (include initial meeting site):**

Name of Agency or Organization	Address

**Brief Project Summary:**

**I. ADMINISTRATIVE REVIEW**

---

**1. Executed Agreement**

Does the Grantee have a copy of the fully executed Standard Agreement in the official file (e-file is acceptable)? Yes ☐ No ☐

**2. BSCC Grant Administration Guide**

a. Does the Grantee have a copy of the BSCC Grant Administration Guide readily available to project staff (e-file is acceptable)? Yes ☐ No ☐

b. Do staff know how to use the Guide for the project? Yes ☐ No ☐

**3. Organizational Chart**

Does the Grantee have a current organizational chart for the department/unit/section responsible for programmatic oversight of the grant? Yes ☐ No ☐

**4. Duty Statements**

a. Does the Grantee maintain duty statements for grant-funded staff? *Note: Standard job classifications usually are not acceptable, unless the position was created specifically for the grant.* Yes ☐ No ☐

b. If yes, does it list specific activities related to the grant? Yes ☐ No ☐

**5. Timesheets**

a. Does the Grantee maintain timesheets on all staff charged to the grant (including those claimed as match)? Yes ☐ No ☐  
*Note: Estimates and/or percentages are not acceptable.*

b. Does the Grantee maintain functional timesheets or conducts time studies for split-funded positions (including those claimed as match)? Yes ☐ No ☐  
*Note: Estimates and/or percentages are not acceptable.*

**6. Staff Positions**

a. Are all authorized grant positions filled and performing grant-related duties? Yes ☐ No ☐

b. If no, list all unfilled positions and explanations for vacancies.

**7. Anticipated Changes**

a. Are there any anticipated changes to staff or the project? Yes ☐ No ☐

b. If yes, explain the changes

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**8. Subcontracts**

- a. Does this grant provide for subcontracted services? Yes ☐ No ☐
- b. If yes to 8a, list subcontracts awarded.
- c. If yes to 8a, are copies of the subcontract awards contained within the official project file? Yes ☐ No ☐
- d. If yes to 8a, do subcontracts contain the required language from the BSCC contract (e.g., access to program and fiscal records, access to facility, access to program participants, Non-Discrimination clause, Civil Rights compliance)? Yes ☐ No ☐
- e. If yes to 8a, do subcontracts appear to be in compliance with conflict of interest laws that prohibit individuals or organizations that participated on the Executive Steering Committee for this grant? Yes ☐ No ☐

**9. Non-Governmental Organization (NGO) Assurances**

- Does the Grantee have assurance documentation for each NGO listed on Appendix B within the Grant Agreement? Yes ☐ No ☐

**10. Budget Modifications**

- a. Are copies of project budget modifications maintained in the official file? Yes ☐ No ☐
- b. Were there any substantial modifications made that were not approved by the BSCC? Yes ☐ No ☐
- c. If yes, explain.

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**FOR BSCC USE ONLY: Field Representative Comments for Administrative Review Section**

**II. CIVIL RIGHTS REVIEW**

---

**For State Grants Only:****1. Non-Discrimination for Participants**

- a. Does the Grantee ensure the services they provide are not denied to any person on the basis 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? Yes ☐ No ☐
- b. If no, explain.

**2. Non-Discrimination for Employees**

- a. Does the Grantee ensure that employees and applicants for employment are never unlawfully discriminated against 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? Yes ☐ No ☐
- b. If no, explain.

**For Federal Grants Only:****1. Equal Employment Opportunity Plan**

- a. If the Grantee is required to prepare and submit an Equal Employment Opportunity (EEO) Plan online to the Office for Civil Rights (OCR), have they done so within the last 24 months? Yes ☐ No ☐
- b. If yes to 1a, on what date did the Grantee submit their EEO Plan to the OCR?

\*A Grantee is required to prepare and submit an EEO Plan online to the Office for Civil Rights at <https://oip.gov/about/ocr/eeop.htm>, if it is a state or local government agency or a private business, has 50 or more employees, and has received a subaward of \$25,000 or more.

\*A Grantee is exempt from preparing and submitting an EEO Plan if it is a nonprofit/community-based organization, an Indian tribe, medical/educational institution, a state or local government agency, or a private business that has less than 50 employees or has received a subaward of \$25,000 or less.

\*If the Grantee is unsure as to whether they are required to prepare an EEO Plan, please refer to <https://oip.gov/about/ocr/eeop.htm>.



**2. EEO Plan Certification**

- a. Has the Grantee been able to produce a current (within the last 12 months) Certification Form? Yes ☐ No ☐
- b. If yes to 2a, on what date did the Grantee complete their Certification Form online to the OCR?

\*All Grantees are required to prepare and submit a Certification Form online to the Office for Civil Rights at <https://ojp.gov/about/ocr/eeop.htm>. By submitting the Certification Form, the Grantee either acknowledges its obligation to develop and submit an EEO Plan to the Office for Civil Rights, OR the Grantee declares their exemption from the EEO Plan submission requirement.

\*For questions about preparing and submitting the Certification Form, please refer to <https://ojp.gov/about/ocr/eeop.htm>.

**3. Non-Discrimination**

- a. Is the Grantee able to produce a current EEO Policy, job advertisement, or blank employment application that states it does not discriminate in employment practices based on all current protected classes\* listed below? Yes ☐ No ☐
- b. Is the Grantee able to produce a current Anti-Discrimination Policy Statement, brochure or posting showing that it does not discriminate in the delivery of services or benefits based on all current protected classes\* listed below? Yes ☐ No ☐
- c. Is the Grantee able to produce a written policy or procedure that notifies employees, program participants, and beneficiaries on how to file complaints and grievances alleging discrimination based on all current protected classes\* listed below? Yes ☐ No ☐

If yes, to 3c, has the Grantee adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging discrimination based on all current protected classes\* listed below? Yes ☐ No ☐

- d. Does the Grantee have a designated employee to coordinate compliance with prohibiting discrimination in employment practices and in the delivery of services based on all current protected classes\* listed below? Yes ☐ No ☐

If yes to 3d, enter name, title and contact information for the designated employee.

- e. Has the Grantee submitted to the OCR any adverse findings of discrimination against the Grantee, issued by a federal or state court or a federal or state administrative agency (i.e., Equal Employment Opportunity Commission, California Department of Fair Employment and Housing, etc.)? Yes ☐ No ☐

\*Current Protected Classes:

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Ancestry, age, color, disability (physical and mental, includes HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition (genetic characteristics, cancer or a record or history of cancer), military or veteran status, national origin, race, religion (includes religious dress and grooming), sex/gender (includes pregnancy, childbirth, breastfeeding and/or related medical conditions), sexual orientation, or request for FMLA.

**4. Limited English Proficiency (LEP)**

Is the Grantee able to produce a policy or procedure on how it provides meaningful access to its programs, services and activities to persons who have limited English proficiency (i.e., written language/oral interpretation services, bilingual staff, telephone interpreter lines, community volunteers, etc.)?

Explain the project's process.

**5. Training**

a. Did the Grantee review the online training videos administered by the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights located at <https://www.ojp.gov/program/civil-rights/video-training-grantees/overview>, before or during BSCC compliance assessment site visit/desk review? Yes ☐ No ☐

b. Does the Grantee train its employees on the requirements of applicable federal civil rights laws? Yes ☐ No ☐

\*If the Grantee has questions about compliance with civil rights obligations and nondiscrimination provisions, please refer to <https://ojp.gov/about/ocr/eeop.htm>.

**6. Faith-Based or Religious Organization**

Only Answer if Grantee is a faith-based organization:

a. Does the Grantee provide federally funded services to eligible beneficiaries regardless of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice? Yes ☐ No ☐

b. Does the Grantee maintain its religious activities separate from its federally funded services or benefits? Yes ☐ No ☐

c. Does the Grantee ensure that participation in its religious activities is voluntary for program participants in its federally funded program? Yes ☐ No ☐

d. Does the Grantee provide appropriate notice to program beneficiaries or prospective beneficiaries that the Grantee does not discriminate on the basis of religion in the delivery of services or benefits? Yes ☐ No ☐

e. Does the Grantee notify those program beneficiaries who object to the "religious character" of the Grantee that they will make a reasonable effort to locate, and

notate its records of, an alternate organization that offers comparable services and benefits? Yes ☐ No ☐

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**FOR BSCC USE ONLY: Field Representative Comments for Civil Rights Review Section**

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**III. FISCAL REVIEW**

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**1. Budget File**

Does the Grantee maintain an official budget file for the project? Yes ☐ No ☐

**2. Fiscal Policies and Procedures**

a. Does the Grantee maintain written procedures for the fiscal policies related to the grant? Yes ☐ No ☐

b. If yes, are the fiscal policies accessible by grants fiscal staff? Yes ☐ No ☐

c. Can the Grantee explain its agency's claims, payments, and reimbursement/disbursement processes as they relate to this grant (i.e., agency checks and balances)? Yes ☐ No ☐

**3. Invoices**

a. Are BSCC invoices (BSCC Form 201) current and is spending on track? Yes ☐ No ☐

b. Are copies of the BSCC invoices for reimbursement/disbursement contained within the official file? Yes ☐ No ☐

c. Do the fiscal/accounting records (to be reviewed during the visit) contain adequate supporting documentation for all claims on invoices, including match? Yes ☐ No ☐

d. Can salaries and benefits be easily tied back to reimbursement/disbursement BSCC invoices? Yes ☐ No ☐

e. Does the Grantee maintain supporting documentation or a calculation methodology for indirect costs or overhead claimed on BSCC invoices (e.g., an approved Indirect Cost Rate Proposal)? Yes ☐ No ☐

f. Do expenditures appear to meet contract eligibility, as defined in the BSCC Grant Administration Guide? Yes ☐ No ☐

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**4. Tracking**

- a. Are BSCC contract funds deposited into separate fund accounts or coded specifically to distinguish grant funds from other fund sources? Yes ☐ No ☐
- b. Does the Grantee maintain a tracking system for purchases, including receipts and disbursements, related to the grant program? Yes ☐ No ☐
- c. Are tracking reports regularly reviewed by management and/or program staff? Yes ☐ No ☐
- d. Can the Grantee provide general ledgers documenting the entries for receipts and disbursements? Yes ☐ No ☐

**5. Equipment/Fixed Assets**

- a. Has the Grantee purchased or leased equipment/fixed assets with grant funds? Yes ☐ No ☐
- b. If yes to 5a, are the equipment/fixed assets listed in the budget or in a Budget Modification? Yes ☐ No ☐
- c. If yes to 5a, did the Grantee receive prior approval from BSCC for purchases of equipment and/or fixed assets that were more than \$3,500 per item? Yes ☐ No ☐
- d. If yes to 5a, does the Grantee maintain an inventory list of equipment/fixed assets purchased with grant funds? Yes ☐ No ☐
- e. If yes to 5a, does the Grantee maintain proof of receipt of equipment/fixed assets? Yes ☐ No ☐

**6. Supplanting**

- Can the Grantee verify that expenditures submitted for grant reimbursement (including salaries and benefits) are not also claimed/reimbursed under another separate agreement or funding stream (supplanting)? Yes ☐ No ☐

**7. Match**

- a. Is the Grantee in compliance with the match requirement? Yes ☐ No ☐
- b. If no, is there a plan to meet the contractually obligated match percentage/amount? Yes ☐ No ☐

**8. Project Income**

- a. Does the Grantee generate income from grant funds (e.g., fundraisers, registration fees, interest earned on grant advances, etc.)? Yes ☐ No ☐



- b. If yes, does the Grantee report that income with an explanation for how the income will be used on BSCC invoice? Yes ☐ No ☐

#### 9. Subcontracts

- a. Does the Grantee require subcontract agencies to submit source documentation with their billing invoice? Yes ☐ No ☐
- b. If yes, what type of documentation detail does the Grantee require subcontractors to submit? See the table below and check all that apply to the grant project.

Subcontractor Supporting Documentation	(check all that apply)	
	Grant	Match
List of positions funded:	<input type="checkbox"/>	<input type="checkbox"/>
Documentation of staff hours (e.g. timesheets, time tracking report, etc.):	<input type="checkbox"/>	<input type="checkbox"/>
List of services delivered with dates, times and locations:	<input type="checkbox"/>	<input type="checkbox"/>
Participant sign-in sheets:	<input type="checkbox"/>	<input type="checkbox"/>
Receipts for purchases (e.g. supplies, equipment, travel, etc.):	<input type="checkbox"/>	<input type="checkbox"/>
Lease agreements:	<input type="checkbox"/>	<input type="checkbox"/>
Participant support and incentive logs:	<input type="checkbox"/>	<input type="checkbox"/>
Mileage logs:	<input type="checkbox"/>	<input type="checkbox"/>
Other (describe below):	<input type="checkbox"/>	<input type="checkbox"/>

- c. Is the source documentation sufficient to justify charges? Yes ☐ No ☐

- d. Does the Grantee conduct desk audits of subcontract agencies? Yes ☐ No ☐

If yes, describe the process.

- e. Does the Grantee conduct site visits to subcontract agencies? Yes ☐ No ☐

If yes, describe the process.

#### 10. Audits

- a. What type of audit report will the Grantee submit? Check only one report type.
- ☐ Single City/County Audit Report
  - ☐ Program Specific Audit
  - ☐ Other:
  - ☐ N/A

- b. Does the Grantee have audit reports covering the agency's internal control structure within the last two years? Yes ☐ No ☐

---

**FOR BSCC USE ONLY: Field Representative Comments for Fiscal Review Section**

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**IV. PROGRAM REVIEW**

*Note: Some of the information collected in this section will be used to foster discussion and assist with technical assistance, not necessarily to determine project compliance.*

**1. Governing Body**

- a. Does the grant require formation of some type of governing body (steering committee, coordinating council, etc.) to guide grant activities? Yes ☐ No ☐
- b. If yes to 1a, has this body been formed and is it meeting as required? Yes ☐ No ☐
- c. If yes to 1a, are all the required members participating? Yes ☐ No ☐

**2. Evidence-Based Interventions**

- a. Has the Grantee implemented an intervention(s) or strategy(ies) that they identify as evidence-based or as a promising practice? Yes ☐ No ☐
- b. If yes to 2a, list what source was used to determine the intervention(s) or strategy(ies) was evidence-based or a promising practice.
- c. Does the Grantee have a quality assurance or fidelity monitoring process in place to ensure that evidence-based or promising practice interventions are implemented as intended? Yes ☐ No ☐

**3. Assessment Tools**

- a. Is the Grantee providing direct services as part of their project? Yes ☐ No ☐
- b. If yes to 3a, are participants assessed for risk, need, and/or responsiveness? Yes ☐ No ☐
- c. If yes to 3b, which assessment tool(s) is being used (e.g., housing, mental health, substance use disorder, etc.)? Check all that apply.

Type of Assessment	Yes	No	Identify Tool(s)
Risk	<input type="checkbox"/>	<input type="checkbox"/>	

Need	<input type="checkbox"/>	<input type="checkbox"/>	
Responsivity	<input type="checkbox"/>	<input type="checkbox"/>	
Other: <i>Mental Health, SUD, Housing, etc.</i>	<input type="checkbox"/>	<input type="checkbox"/>	

d. How is the information from the assessment used?

**4. Staff Training**

- a. Do all project staff receive an orientation and/or training pertinent to the grant project? Yes ☐ No ☐
- b. Are there opportunities for ongoing training for staff affiliated with the grant project? Yes ☐ No ☐

**5. Policies & Procedures**

- a. Did the Grantee develop a written Program Manual, or policies and procedures that are specific to the grant project? Yes ☐ No ☐
- b. If yes, are the above documents accessible to all staff? Yes ☐ No ☐

**6. Case Management/Tracking**

- a. Does the Grantee maintain an automated or web-based case management and/or data collection system to track clients served by the grant? Yes ☐ No ☐
- b. If no, explain how are services and/or clients are tracked?

**7. Source Documentation**

- Does the Grantee maintain appropriate source documentation (e.g., intake forms, completed assessment tools, case plans, case notes, sign-in sheets, etc.) to verify clients are being served? Yes ☐ No ☐

**8. Progress Reports**

- a. Are Progress Reports current? Yes ☐ No ☐
- b. Do project records contain sufficient detail to support information reported within the project's Progress Reports? Yes ☐ No ☐

**9. Problems**

- a. Has the Grantee experienced operational or service delivery challenges? Yes ☐ No ☐
- b. If yes, provide a brief detail of those challenges and how the project is attempting to remedy the situation.

**10. Sustainability**

- a. Will the Grantee continue service delivery after grant funds expire?  
Yes ☐ No ☐
- b. If yes, provide a brief description of the sustainability plan, including potential funding sources to be used toward the project.

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**FOR BSCC USE ONLY: Field Representative Comments for Program Review Section****Other Requirements Reviewed**

Per the site visit review, programmatic requirements specific to this grant program are being met. Yes ☐ No ☐

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**V. DATA COLLECTION AND EVALUATION**

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**1. Evaluator**

- Does the Grantee subcontract for its data collection and evaluation services?  
Yes ☐ No ☐

**2. Evaluation Plan**

- Is the Grantee on track with the activities and milestones described in its Local Evaluation Plan?  
Yes ☐ No ☐

**3. Preliminary Evidence**

- a. Do data collection efforts show any preliminary evidence that could impact the project (positively or negatively)?  
Yes ☐ No ☐
- b. If yes to 3a, provide a brief analysis.
- c. Has the Grantee used this information to make improvements or changes to the project?  
Yes ☐ No ☐
- d. If yes to 3c, provide a brief description of how the project was changed.

---

**FOR BSCC USE ONLY: Field Representative Comments for Data Collection and Evaluation Review Section**

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**VI. FOR BSCC USE ONLY: Monitoring Summary - Field Representative Comments**

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**1. Outcome of Comprehensive Monitoring Visit**

- a. Does the project generally meet BSCC grant requirements? Yes ☐ No ☐
- b. If no to 1a, will a Compliance Improvement Plan be submitted? Yes ☐ No ☐
- c. If yes for 1b, describe the issues identified for the Compliance Improvement Plan.

**2. Technical Assistance**

- a. Does the Grantee have any technical assistance needs? Yes ☐ No ☐
- b. If yes, provide a summary of technical assistance requested.

SAMPLE



Corrections Planning and Grant Programs Division  
Board of State and Community Corrections  
[www.bscc.ca.gov](http://www.bscc.ca.gov)

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**State of California  
Board of State and Community Corrections**

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**Management Team**

Linda M. Penner, Chair  
Kathleen T. Howard, Executive Director  
Tracie Cone, Director of Communications  
Aaron Maguire, General Counsel  
Allison Ganter, Deputy Director, Facility Standards and Operations  
John Prince, Deputy Director, County Facilities Construction  
Ricardo Goodridge, Deputy Director, Corrections Planning and Grant Programs  
Evonne Garner, Deputy Director, Standards and Training for Corrections

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## REVISED GUIDE SECTIONS

The following sections of the BSCC Grant Administration Guide have been revised (July 2020). The revised language applies to all state and/or federal grant awards. Please refer to your grant agreement, RFP, or contact your grant Field Representative with any questions.

**Section 4: ALLOWABLE COSTS FOR PERSONNEL**

**N. Costs – Direct and Indirect**

**Federal Awards**

The Indirect Cost section language has been updated to reflect changes in the newly implemented Uniform Guidance (2 CFR Part 200) for federally funded grant awards.

**State Awards**

For state funded grantees, a new section has been added for state-funded grant programs.

**Section 5: OPERATING EXPENSES**

**G. Travel and Per Diem**

**H. Food and Beverages**

**I. Program Incentives and Participant Support Items**

**Section 10: GRANTEE FINANCIAL INVOICES**

**Section 12: MATCH / LEVERAGE REQUIREMENTS**

**Section 13: PROJECT AND OTHER INCOME**

**Section 14: AMENDMENTS, CHANGES, AND MODIFICATIONS**

**Section 16: AUDIT REQUIREMENTS AND AUDIT REPORTS**

**Federal Awards**

The Audit section language has been updated to reflect changes in the newly implemented Uniform Guidance (2 CFR Part 200) for federally funded grant awards.

**State Awards**

For state funded grantees, the audit requirement has been removed unless stated in the grantee's grant agreement or if the BSCC requests a grantee audit.

**Section 17: GRANTEE MONITORING AND OVERSIGHT**

**G. Desk Reviews – Fiscal Oversight**

**Section 19: WITHHOLDING OR DISALLOWANCE OF GRANT FUNDS**

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## WELCOME TO THE 2020 BSCC GRANT ADMINISTRATION GUIDE

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### FOREWORD

The BSCC Grant Administration Guide (Guide) is intended to help Grantees comply with the terms and conditions that apply to all BSCC grant-funded projects. This Guide supersedes the 2016 version.

All BSCC grant-funded projects must comply with the terms of the grant program under which they are funded. Such terms refer to all requirements as defined by the Grant Agreements, applicable program guidelines contained in the Request for Proposals (RFP) and Request for Applications (RFA), applicable state and federal statutes, and other written directives from the BSCC. At any time, the BSCC may modify and/or impose additional conditions not outlined in this guide when deemed appropriate.

If you have any questions regarding the content in this grant guide, please refer to the RFP, grant agreement, or contact your field representative directly.

This Guide can be accessed and downloaded from the BSCC website at [www.bscc.ca.gov](http://www.bscc.ca.gov).

### OVERVIEW

#### The Board of State and Community Corrections

Established in 2012, the California Board of State and Community Corrections (BSCC) is an independent statutory agency that provides leadership to the adult and juvenile criminal justice systems, expertise on Public Safety Realignment issues, a data and information clearinghouse, and technical assistance on a wide range of community corrections issues. (Cal. Pen. Code §§ 6024–6025.) In addition, the BSCC promulgates regulations for adult and juvenile detention facilities, conducts regular inspections of those facilities, develops standards for the selection and training of local corrections and probation officers, and administers significant public safety-related grant funding.

Policy for the agency is set by the 13-member Board of State and Community Corrections, whose members are prescribed by statute, appointed by the Governor and the Legislature, and subject to approval by the state Senate. The Board Chair reports directly to the Governor.

#### Corrections Planning and Grant Programs Division

The Corrections Planning and Grant Programs (CPGP) Division develops, administers and evaluates programs designed to improve the effectiveness of state and local government agencies, as well as the private sector and nonprofit service providers, to foster collaborative approaches for addressing crime and delinquency by fair and equitable approaches. Division staff provides extensive technical assistance and training to state and local agencies as well as grantees.

We are happy to respond to any questions not covered by this Guide and we welcome any suggestion to improve the Guide. Please feel free to contact your designated Field Representative.



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## 1. GENERAL

### A. GRANT AGREEMENT

The Grant Agreement, also referred to as the contract, is the signed final agreement between the BSCC and the local government agency or organization authorized to accept grant funding. The Grant Agreement and its components contain all the terms, conditions and requirements of the grant program.

Grant Agreements are fully executed only when signed by both the Grantee and the BSCC Director or designee. The start date as listed on the face page of the contract. Grant project expenses incurred after the start date of the grant cycle but before the execution date of the contract may not be reimbursed.

### B. COMPONENTS OF THE CONTRACT

It is the Grantee's responsibility to read and comply with all the terms, conditions and requirements set forth in the contract. The components of the contract are:

- Standard Agreement (Std. 213), the face page of the contract;
- All appropriate exhibits as listed on the face page of the contract;
- Grantee's application or proposal;
- Governing Board Resolution; and
- Applicable conditions and requirements of the RFA/RFP.

### C. GRANT AWARD CONDITIONS

#### 1. General Responsibilities

The Grant Award is a legal transfer of funds between the BSCC and a Grantee for a specific project. Projects must conform to the Grant Agreement as specified, as well as the provisions of this Guide. Failure to do so may result in the withholding or disallowance of grant payments on current or future BSCC grants, the reduction or termination of the Grant Award, and/or the denial of future Grant Awards. The terms of the Grant Agreement supersede the provisions in this Guide.

If the Grant Award includes Federal funds, the Grantee must also comply with all applicable Code of Federal Regulations (CFR), Code of Federal Domestic Assistance (CFDA), and other applicable federal guidance.

#### 2. Responsible Agency

The Grantee, as named on the face page of the Grant Agreement, is the agency responsible for the implementation and administration of the Grant Project (Project) and for providing all matching funds as specified in the grant budget. The Grantee may not transfer or assign the Grant Agreement to another agency or party. Additionally, the Grantee shall ensure that all subcontractors comply with the requirements of the Grant Agreement. Any liability arising shall be the responsibility of the Grantee. The State of California and BSCC disclaim responsibility for any such liability.

#### 3. Terms of the Program

The terms of the program are defined by the Grant Agreement and applicable RFP and/or RFA. These key documents must be accessible by the project on-site. Grantees must adhere to these requirements, including its enabling legislation, funding regulations, service standards, and program guidelines. Failure to do so may result in the withholding or disallowance of grant payments on current or future BSCC grants and/or a reduction in funding or termination of the Grant Award and/or the denial of future funding.



In the event the terms of the program are inconsistent with the provisions of this Guide, the terms of the program supersede the provisions of this Guide.

**4. Proof of Authority**

All Grantees, except for State Agencies, are required to obtain written authorization from its governing board that the Official or Authorized Officer executing the agreement is, in fact, authorized to do so. The written authorization may be a Resolution, Board Minutes, or a letter from the Board Chair. This written authorization shall extend the Official's authority over the execution of any amendments or extensions. Grantees must maintain this written authorization on file and make it available upon demand. It is best to use the Official's title rather than the person's name to avoid having to seek further authorization from the governing agency if the person named is transferred or leaves an agency/organization.

**5. Grant Award Changes**

Changes made to the Grant Award during the grant cycle must be requested, documented and approved in accordance with the procedures described in Section 14 of this Guide. Oral agreements are not binding.

**6. Supplanting Prohibited**

Supplanting is strictly prohibited for all BSCC grant funds.

**a) Definition**

Supplanting is the deliberate reduction in the amount of federal, state, or local funds being appropriated to an existing program or activity because grant funds have been awarded for the same purposes. When the Grantee replaces funds in this manner, it reduces the total amount that would have been available for the stated grant purpose.

**b) Grantee's Responsibility**

BSCC grant funds shall be used to support new program activities or to augment existing funds that expand current program activities. BSCC grant funds shall not be used to replace existing funds.

It is the responsibility of the Grantee to ensure that supplanting does not occur. The Grantee must keep clear and detailed financial records to show that grant funds are used only for allowable costs and activities.

**7. Funds Availability**

Allocation of funds is contingent on the enactment of the State Budget. The BSCC does not have the authority to disburse any funds until the budget is passed. Any expenditure incurred prior to authorization is made at the Grantee's own risk and may be disallowed.

If, during the term of the Grant Agreement, the state and/or federal funds appropriated for the purposes of the grant program are reduced or eliminated by the California Legislature or by the United States Government, or in the event revenues are not collected at the level appropriated, the BSCC may immediately terminate or reduce the grant award upon written notice to the Grantee. No such termination or reduction shall apply to allowable costs already incurred by the Project to the extent that state or federal funds are available for payment of such costs.

The Grant Agreement entered into with BSCC is subject to any applicable restrictions, limitations, or conditions enacted by the California Legislature and/or the United States Government subsequent to execution of the contract.



## 2. GRANT PROJECT BUDGETS

Projects are required to prepare a realistic and prudent budget that avoids unnecessary or unusual expenditures that detract from the accomplishment of the objectives and activities. Grant project budgets are limited to the funding categories and line-items identified in the Project Budget table listed in Exhibit B: Budget Detail and Payment Provisions of the Grant Agreement. Funding categories generally fall under the following broad budget areas:

- Personal Services – Salaries and Benefits
- Operating Expenses; and
- Equipment.

Each line-item listed in Project Budget table in Exhibit B of the Grant Agreement must be substantiated with line-item detail, including calculations, and a justification for the expense. Explanatory information included in the budget narrative does not eliminate the line-item detail requirements.

## 3. KEY PROJECT STAFF AND REQUIRED PERSONNEL POLICIES

### A. KEY PROJECT STAFF

#### 1. Project Director

The Project Director has general administrative authority for implementing project activities and maintaining compliance with all programmatic, administrative, and fiscal requirements of the Grant Award. The Project Director is responsible for:

- Ensuring that project monies expended or obligated are for allowable costs and are in compliance with the approved budget;
- Maintaining required documentation of project activities and accomplishments; and
- Signing project requests, reports and modifications where appropriate.

#### 2. Authorized Officer

The Authorized Officer is the person designated by the Grantee's governing board to execute the Grant Agreement and bind the Grantee to the Grant Agreement. The Authorized Officer signs the face page of the contract and all amendments to the contract. The Authorized Officer is identified on the Applicant Information Form and is listed on the face page of the Grant Award.

#### 3. Financial Officer

The Financial Officer oversees the actual receipt and payment of grant monies. The Financial Officer is responsible for:

- Maintaining proper accounting records; and
- Ensuring the appropriate expenditure of grant funds.

The Financial Officer must be someone other than the Project Director and cannot be the preparer of the Financial Invoice (Form BSCC 201).

If the Auditor-Controller/City Auditor is designated as the Financial Officer in the Grant Award, the Auditor-Controller/City Auditor may not meet the independence standard to perform the audit of the BSCC Grant.





#### 4. Changes in Key Project Staff

Any change in key project staff, and the effective date of the change, must be reported immediately and in writing to the BSCC. The Grantee may also be required to submit a modification and updated Project Contact Information Sheet as discussed in Section 14.

#### B. PROJECT-SPECIFIC JOB DESCRIPTIONS

The Project must have on file written project-specific job descriptions (as opposed to job specifications) for all positions funded by the grant project. The project-specific job descriptions shall reflect detailed grant-related duties relative to the activities, goals and objectives of the grant-funded program. The project-specific job descriptions must not be the standard job classification description for similarly titled positions within the Grantee's agency.

Where applicable, project-specific job descriptions will include statements that address data collection responsibilities, project activity tracking, and the creation and maintenance of source documentation. There must be documentation to support the data presented in project evaluations and progress reports.

#### C. PERSONNEL POLICIES

BSCC-funded projects must have written personnel policies that are available to all employees. Policies must include, at a minimum:

- Conflict of Interest Policy;
- Drug-Free Workplace Policy;
- Lobbying Policy;
- Fidelity Bonds;
- Equal Employment Opportunity
- Suspension and Debarment
- Vendor Verification
- Work hours;
- Compensation rates, including overtime, and benefits;
- Vacation, sick, and other leave allowances;
- Hiring and promotional policies;
- Project Staffing and Operation
- Civil rights requirements

Project staff must be hired and the project operational within 90 days of the approval date of the Grant Agreement. Otherwise, the Grantee must submit a statement to the BSCC explaining the implementation delay. BSCC may choose to cancel the project or extend the implementation date of the project past the 90-day period.

Project staff may be added later to the grant budget if a Grantee submits project modification and it is approved by the BSCC. The added project staff must be hired within 90 days of the modification approval date. If project staff is not hired within 90 days, the Grantee must submit a statement to BSCC explaining the delay.

##### 1. Conflict of Interest

Organizations must have a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.





**a) Use of Grant Funds for Financial Gain**

Officials and employees of a Grantee must not participate in activities involving the use of grant funds where there is a financial interest or benefit:

- To him or herself, immediate family, partners, organization (other than a public agency in which he or she is serving as an officer, director, trustee, partner or employee); or
- To any person or organization with whom he or she is negotiating or has any arrangement concerning prospective employment.

**b) Inappropriate Use of Funds**

Officials and employees of a Grantee must avoid actions that result in, or create the appearance of an inappropriate use of funds, such as:

- Using an official or grant-funded position for personal gain;
- Giving preferential treatment to a particular person or project;
- Losing independence or impartiality;
- Making a decision outside official channels; or
- Adversely affecting the confidence of the public in the integrity of the government or the program.

**c) Contracting with Other Entities under Contract with BSCC**

Grantees must submit written notification to BSCC prior to employing, contracting, or engaging in any activity or enterprise with a consultant currently under contract with the BSCC, or any current BSCC employee. The notification must include a full description of the intended relationship between the project and the consultant or employee. BSCC's Executive Director or designee shall review the written notification and determine whether a conflict of interest or the appearance of a conflict of interest exists.

**d) Purchase of Supplies**

The project may use funds to purchase supplies or other goods (e.g., rent an office, secure insurance, and purchase office supplies) from a party in which the project employee or board member has a financial interest if all of the following criteria are met:

- The employee or board member who has a financial interest does not take part in the bidding or awarding process;
- The project is receiving the item at a lesser rate or there are additional benefits that would not have been available through an independent party;
- The purchase or transaction is approved by a quorum of the board and documented in the board minutes, and the board member who has a financial interest abstained from voting; and
- The records that support the purchase must be retained by the project as specified in the contract or as long as the supplies/goods or services are being used, whichever is longer.

**2. Drug-Free Workplace Certification**

The Drug-Free Workplace Act of 1990 requires Grantees to ensure to BSCC that they will comply with the requirements of Government Code sections 8350-8357 as incorporated by reference in Exhibit C of the Grant Agreement. Grant Agreement. The Federal Drug-Free Workplace Act of 1988 requires Grantees to ensure that they will comply with the requirements of Federal law as implemented in 28 CFR Part 67, Subpart F, Sections 615 and 620. In doing so, Grantees assure the BSCC that the project's site is a drug free workplace.



a) **Definitions**

- "Drug-free workplace" means a site for the performance of work done in connection with a specific grant or contract described in Government Code section 8355 of an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this chapter.
- "Employee" means the employee of a Grantee or contractor directly engaged in the performance of work pursuant to the grant or contract described in Government Code Section 8355.
- "Controlled substance" means a substance as defined in Schedules I through V of Section 202 of the Controlled Substance Act (21 USC §812).
- "Grantee" means the department, division, or other unit of an organization responsible for the performance under the grant.
- "Contractor" means the department, division, or other unit of a person or organization responsible for the performance under the contract.

b) **Grantee Responsibility**

The Grantee certifies that it will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition
2. Establishing an on-going drug-free awareness program to inform employees about:
  - a. The dangers of drug abuse in the workplace
  - b. The grantee's policy of maintaining a drug-free workplace
  - c. Any available drug counseling, rehabilitation, and employee assistance programs
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
3. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (1).
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
  - a. Abide by the terms of the statement
  - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction
5. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph 4b from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the BSCC and U.S. Department of Justice (address below). Notice shall include the identification number(s) of each affected grant.

U.S. Department of Justice  
Office of Justice Programs



ATTN: Control Desk  
810 7th Street, NW  
Washington, D.C. 20531

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4b with respect to any employee who is so convicted:
    - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - b. Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency
  7. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above requirement.
- c) **Consequences of Not Complying with the Drug-Free Workplace Certification**  
A determination of noncompliance may jeopardize eligibility for continued grant funding. Each contract or Grant Award may be subject to suspension of payments or termination of the contract or grant, or both, and the Contractor or Grantee may be subject to debarment, in accordance with the requirements of California Government Code section 8356, if the BSCC determines that either of the following has occurred:
- The Contractor or Grantee has made a false certification under California Government Code section 8355.
  - The Contractor or Grantee violates the certification by failing to carry out the requirements of subdivisions (a) to (c), inclusive, of California Government Code section 8355.
  - The Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with these provisions.
  - The BSCC shall immediately notify the Department of General Services of any individual or organization that has an award canceled on the basis of violation of these provisions.

### 3. Fidelity Bonds

The use of Fidelity Bonds is generally required, and a personnel policy must be in place.

#### a) Definition

Fidelity Bonds guarantee the bonded employee(s) will handle money and property honestly. The purpose of the Fidelity Bond requirement is to protect public funds by assuring reimbursement to BSCC if Grant Award funds are stolen or otherwise misappropriated by officials and/or employees.

#### b) Requirements and Exemptions

Community-Based Organizations (CBOs) and American Indian Organizations are required to obtain a Fidelity Bond or an equivalent employee dishonesty insurance contract. General liability insurance does not fulfill this requirement. Projects operated by state, city or county units of government are exempt. CBOs sponsored by State or local units of government may submit documentation indicating sponsorship in lieu of the bond unless the use of a Fidelity Bond was specifically required in the terms of the program.





#### 4. Equal Employment Opportunity (EEO)

It is the public policy of the State of California to promote equal employment opportunity (EEO) by prohibiting discrimination or harassment in employment because of race, religious creed, color, national origin, ancestry, age (over 40), mental and physical disability (including HIV and AIDS), medical condition (cancer and genetic characteristics), marital status, gender/transgender sexual orientation (heterosexuality, homosexuality and bisexuality), pregnancy (childbirth, or related medical conditions), political affiliation/opinion, Veteran's status or request for family medical leave. The BSCC, as well as Grantees/Sub Grantees and Contractors, will not discriminate in the delivery of services or benefits based on the previously identified situations. All contracts awarded to a Community-Based Organization (CBO), and all construction contracts awarded to governmental entities in excess of \$10,000 are required to contain a provision requiring compliance with civil rights regulations.

##### a) Grantee EEO Responsibility

All BSCC Grantees must have a current year EEO Policy Statement, established by their agency, and posted in a prominent place accessible to employees and applicants.

The poster entitled "Harassment or Discrimination in Employment is Prohibited by Law" must also be posted in a conspicuous location accessible to employees and applicants for employment. The poster may be obtained from the local office of the Department of Fair Employment and Housing (DFEH).

Grantees acknowledge awareness of and the responsibility to comply with all applicable EEO requirements by signing the Grant Agreement with the BSCC.

##### b) State and Federal Civil Rights Laws

Comprehensive state and federal civil rights regulations include the following directives:

- Prohibits discrimination or denial of benefits to persons who are under programs or activities receiving financial assistance from the State of California or the federal government;
- Mandates that qualified persons with disabilities will not be excluded from, denied benefits of, or discriminated against solely on the basis of their physical disability, mental disability, or medical condition under any program or activity receiving financial assistance from BSCC;
- Mandates that all facilities used by BSCC-funded programs shall be made reasonably accessible and usable by the physically handicapped;
- Provides that employers shall make reasonable accommodation for an employee or for an applicant with a known physical or mental disability, unless the employer can demonstrate that such accommodation would impose an undue hardship;
- Guarantees equal opportunity for individuals with disabilities in public and private sector services and employment;
- Mandates that all employers shall ensure a workplace free of sexual harassment; and
- Provides Family Care and Medical Leave and Pregnancy Disability Leave under the California Family Rights Act (CFRA).

##### c) Additional Federal Regulations and Requirements

###### 1) EEOP Compliance Requirements

Grantees with 50 or more employees receiving \$25,000 or more in federal funds must have a current EEOP on file in their office for possible audit by BSCC or the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice. Grantees



required to develop an EEOP can only claim an exemption from the submission requirement if they have not received a single award of \$500,000 or more.

To claim the exemption, the Grantee must complete the Office of Civil Rights (OCR), Certification Form, Section B (<http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>) and send it to OCR and BSCC by fax e/mail. If the Grantee does not have a current EEOP on file, they must develop and implement one within 60 calendar days of the date that the BSCC Director signed the Grant Award Face Sheet. The signed certification will be placed on record in the BSCC grant file.

**2) Federal Funds of \$500,000 and Above**

Grantees with 50 or more employees receiving a single grant of \$500,000 or more in federal funds are required to submit an EEOP Short Form to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice for approval and to receive the federal letter of compliance. An approved EEOP from OCR is valid for 24 months from the date of the OCR compliance letter. If the EEOP or federal letter of compliance is not included in the proposal/application, a Grant Award condition will be placed on the grant allowing 60 days for submission of the EEOP.

**3) Grantees Exempt from EEOP Requirements**

To claim an exemption from the EEOP requirement pursuant to 28 CFR Part 42, Subpart E. Executive orders 11246 and 11375, ANY of the following criteria must be met:

- The Grantee is a nonprofit organization, a medical or educational institution, or an Indian Tribe; OR
- The Grantee has less than 50 employees; OR
- The Grantee received a single award for less than \$25,000

To file an exemption you must complete the Office of Civil Rights (OCR), Certification Form, Section A, <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>, and send it to the OCR and BSCC by fax or e/mail:

Fax: 202-354-4380 or [askocr@ojp.usdoj.gov](mailto:askocr@ojp.usdoj.gov)

ATTN: EEOP Short Form Submission  
Office of Civil rights Office of Justice Programs  
U.S. Department of Justice 810 7th Street, NW  
Washington, DC 20531

And

FAX: 916-327-3317  
ATTN: Corrections Planning and Programs Secretary  
Board of State and Community Corrections  
2590 Venture Oaks Way, Suite 200  
Sacramento CA 95833

**4) Requirements for Continuing EEOP Grants**

Grantees who have previously received federal grants of \$25,000 or more, and meet the criteria, are required to maintain a current EEOP on file in their office. Grantees who have previously received a single award in the amount of \$500,000 or more, with 50 or more employees, are required to submit an update of their EEOP if funds are continued. The updated EEOP is due within 24 months of the BSCC or OCR compliance letter. All Grantees, regardless of the type of entity, the number of





employees, or the amount awarded, are subject to the prohibitions against discrimination in any program or activity and may be required by the BSCC or OCR, through selected compliance reviews, to submit data to ensure their services are delivered in an equitable manner to all segments of the service population. Additionally, Grantees may be required to submit data to ensure their employment practices comply with state and federal civil rights laws. The passage of Proposition 209 (approved November 1, 1996) has not alleviated the Federal requirement to develop and implement an EEOP (Cal. Const. art. I, § 31.)

#### **5. Suspension and Debarment – Federal Grants**

It is the policy of the Federal Government to conduct business only with responsible persons, and a system for debarment and suspension from programs and activities involving Federal financial and non-financial assistance and benefits assist agencies in carrying out this policy. Debarment or suspension of a participant by one agency has government-wide effect.

Grantees receiving federal funds must certify that they will adhere to Federal Executive Order 12549, Debarment and Suspension. By signing the Grant Agreement, the grantee certifies that neither the grantee nor its principals have been suspended or debarred from participation in Federal grants. The grantee also agrees that it will not make any award, sub-award, or enter into any contract greater than \$25,000 with parties that are debarred, suspended, or otherwise excluded or ineligible for participation in Federal programs or activities.

#### **6. Verification of Vendor/Contractor Eligibility - Federal Grants**

Prior to entering into contracts or procurements greater than \$25,000, Grantees must either obtain a self-certification statement from the vendor/contractor indicating they or their principals are not suspended or debarred, or verify their eligibility to participate in federal awards via the federal Excluded Parties List System (EPLS).

##### **a) Self-Certification:**

The self-certification statement should contain language certifying that neither the organization nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any Federal department or agency.

##### **b) EPLS Verification:**

Verification of eligibility of prospective vendors/contractors may be obtained via the federal System for Award Management (SAM) website at [www.sam.gov](http://www.sam.gov). It is suggested that a screen shot of the negative results page be kept with the procurement/contract records to support eligibility verification occurred prior to entering into the transaction.

#### **4. ALLOWABLE COSTS FOR PERSONNEL**

Allowable costs for personnel must be reasonable and may be used for salaries, wages, and other benefits. It is the Grantees' responsibility to properly document and support such costs.

##### **A. SALARIES**

Salaries are fixed compensation for services performed by employees of the Grantee and are paid on a regular basis. These costs must be identified by position and percentage of salaries and rounded off to the nearest whole dollar. All other salaries are to be shown in the Operating Expenses Category supported by the contract or operational agreement.

**B. EMPLOYEE BENEFITS AND EMPLOYER PAYROLL TAXES**

Employee benefits and employer payroll taxes include employer's contributions or expenses for social security, employee's life and health insurance plans, unemployment insurance, pension plans, and other similar expenses that are approved by BSCC. These expenses are allowable when they are included in the Grant Award budget and are in accordance with the organization's approved written policies.

**C. EMPLOYEE BENEFITS IN THE FORM OF REGULAR COMPENSATION**

Employee benefits in the form of regular compensation (normal pay) paid to employees during periods of authorized absences from the job for paid leave are allowable if: (1) they are provided pursuant to an approved leave system; (2) the costs are equitably allocated to all related activities (claimed in proportion to the time spent by the employee working on the grant); and (3) the costs adhere to the state limitations noted below:

- Jury duty costs claimed on the project invoice (BSCC Form 201), must be reduced by any jury duty fees received, excluding travel costs; and
- Paid leave (e.g., military leave, medical leave, administrative leave, or workman's compensation) must not exceed 30 calendar days per twelve-month period.

**D. GRANTEE UNABLE TO OBTAIN BENEFITS**

When a Grantee is unable to obtain benefits, reimbursement payments to employees for such benefits may be allowed. For example, a Grantee may be unable to obtain health insurance due to the size of the organization. In this situation, reimbursement payment may be allowed. However, in order to reimburse its employees, a Grantee must be sure to: (1) disclose reimbursement payments in the Grant Award budget; (2) approve of such reimbursements in the Grantee's written personnel policies; and (3) document claims with paid invoices submitted by the employees.

**E. GRANT EMPLOYEE PLACED ON ADMINISTRATIVE LEAVE**

When a grant employee is placed on administrative leave in accordance with the organization's approved written policies, a portion of that employee's salary paid during the administrative leave may be charged to the Grant as personal services. The portion of the administrative leave costs that may be charged is based on the percentage of that employee's salary approved in the grant budget.

**F. VACATION, SICK LEAVE, AND COMPENSATING TIME OFF (CTO)**

Salary costs include vacation, sick leave, and CTO earned and used during the grant cycle. Overtime and shift differentials are also salary costs. All of these costs should be budgeted beforehand and claimed as personal services.

**G. OVERTIME**

Overtime is defined as time worked beyond the normal established work week for all employees except those considered exempt under the Fair Labor Standards Act, such as executive, administrative, and/or professional staff. Overtime is reimbursable at a higher than normal rate of pay.

Overtime must be documented by payroll records that reflect at a minimum:

- The name and title of the person performing the overtime and a supervisor's prior approval;
- The hours worked and the amount of overtime;
- The basis for the overtime and the activities performed during overtime; and
- The hourly rate of overtime.





#### **H. CHARGING GRANT FUNDS AS LEAVE TIME**

With the exception of a separation from the project, BSCC funds may be charged as leave time (vacation, sick, family leave, compensating time off) only when the time is earned and used during the grant funding cycle. Balances accrued during the funding cycle, but not used, cannot be claimed, unless a separation is involved. The leave costs claimed must be proportional to the amount of time spent by the employee working on the BSCC project. For example, if the employee is 50 percent BSCC funded, BSCC will be charged only 50 percent of eight hours of vacation earned, or four hours.

#### **I. CLAIMING UNUSED LEAVE BALANCE FOR AN EMPLOYEE THAT SEPARATES FROM THE PROJECT**

As cited above, the only exception for claiming unused leave balances is when an employee separates from employment from the project. BSCC funds then may be used to pay the employee separating from the project that portion of the leave balances earned during the BSCC funding cycle. The portion of the leave balances earned during any non-BSCC funded period must be paid by another source. In addition, BSCC funds should pay only for a proportional amount of the leave balances earned during the BSCC funding cycle, based on the percentage of time the employee worked on the BSCC grant. For example, if the separating employee worked 50 percent of the time on the BSCC grant, the BSCC grant should pay only 50 percent of the vacation earned and not used by the employee. If the total hours of vacation earned during the BSCC-funded period and not used was 40, then the total hours that can be claimed against the BSCC grant is 20 hours.

#### **J. PROVISIONS REGARDING ALLOWABLE COMPENSATION FOR PERSONNEL**

Costs for salaries and benefits of personnel involved in more than one grant or program of the organization must be charged to each grant (or funding source of the program) based on the actual percentage of time spent on each grant or program. The annualized actual percentage charged for a particular position (e.g., Project Director) cannot exceed the annual percentage approved in the BSCC Grant Award. Similarly, the dollar amount charged for a particular position also must not exceed the dollar amount in the approved Grant Award or subsequent grant award modification.

Functional timesheets or a cost allocation plan for projects with more than one source of funding and/or with multiple programs must be maintained which support the time charged to BSCC grants.

##### **Example A**

The BSCC Grant Award budget allows 100 percent (100%) of salaries and benefits for the Project Director. During the grant cycle, the agency received grant funds from another funding source for a different grant, which is also administered by the same Project Director. In this situation, the Grantee must account for the actual time the Project Director spends on each of the separate grants. Because the project has more than one grant, the Project Director is obviously no longer spending 100 percent of his/her time on the single BSCC grant. Although the BSCC grant allows the Grantee to charge up to 100 percent (100%) of the Project Director's salary, the Grantee may only charge BSCC the ACTUAL time spent by the Project Director on the BSCC grant. If the actual amount of the time the Project Director spends on the BSCC grant is 25 percent (25%), then only 25 percent (25%) of the budgeted amount can be charged to the BSCC grant and claimed for reimbursement. Salary allocation changes require the submission and prior approval of a grant modification.

##### **Example B**

The BSCC Grant Award budgets 20 percent (20%) of salaries and benefits for the Program Specialist. During the grant cycle the actual time spent by the Program Specialist amounts to 50



percent (50%) of actual hours charged, BSCC can only be charged 20 percent (20%) of the salaries and benefits amount listed in the approved Grant Award for the Program Specialist until such time as a modification is approved. If the Program Specialist had actually spent only ten percent (10%) of his/her time on a single BSCC program, and 20 percent (20%) was what was actually budgeted, BSCC can only be charged ten percent (10%) of the salaries and benefits amount for the Program Specialist. A modification must be submitted for approval of any allocation changes.

#### **K. ADMINISTRATIVE OVERHEAD POSITIONS**

Grantees may elect to charge administrative positions as a direct charge to personal services, and/or as part of indirect costs or administrative overhead. The direct method is explained within this section. If the indirect method is chosen, refer to Section 4.N, which describes direct and indirect costs.

#### **L. PERSONNEL CHANGES**

Whenever there are budget changes resulting from personnel changes, whether temporary or permanent, the project must submit a modification, and explain the reason for the shifting of personnel, the time period involved, the individuals involved, the salaries paid, and the percentage of time worked. The project also must maintain documentation in the payroll records of the shifting of personnel. During the grant performance period, the Grantee may not add, remove, or change line items to/from the Personal Services/Benefits category without prior BSCC approval. A modification will be necessary to add line items and to increase or decrease the amount of grant funds budgeted to this category. The items added must be allowable expenses programmatically. The organization's Cost Allocation Plan may also require revision to reflect budget changes and to bring the allocation of costs in alignment with current expenditures.

#### **M. FEDERAL AND STATE EMPLOYEE**

Where the Grantee is a state agency, compensation of federal and state employees, such as salary payments, travel, and consulting fees, is not allowable unless specifically approved by the BSCC in advance.

#### **N. COSTS – DIRECT AND INDIRECT**

Indirect cost rates are established in the BSCC Request for Proposal (RFP) and in the grantee's contract budget. Please contact your lead Field Representative if you have any questions.

Acronyms used in this section:

- BSCC – Board of State and Community Corrections
- CAP – Cost Allocation Plan
- CFR – Code of Federal Regulations
- ICRP – Indirect Cost Rate Proposal
- MTDC – Modified Total Direct Cost
- NICR – Negotiated Indirect Cost Rate
- OMB – U.S. Office of Management and Budget
- RFP – Request for Proposal

##### **1. General Information**

###### **Direct Project Costs**

Direct project costs are those allowable costs that can be (a) directly associated to a particular grant activity and (b) accounted for separately with a high degree of accuracy. Examples of direct costs include staff salaries, materials and supplies, and travel.





### **Indirect Project Costs**

Indirect project costs are shared costs that cannot be directly assigned to a particular activity but are necessary to the operation of the organization and the performance of the project. Examples of indirect costs include utilities and rent expense, health insurance, equipment depreciation, clerical and managerial salaries, human resources, accounting and legal fees, office and cleaning supplies.

### **Chargeable Project Costs**

Chargeable costs are those costs that may be expensed to an award. In determining chargeable costs, a grantee should consider if the costs are:

- Reasonable – ordinary and necessary, supports the operation, and contributes to ability to conduct grant's mission.
- Allocable – easily assigned to the grant.
- Allowable – as determined by:
  - OMB Guidelines, Uniform Guidance (2 CFR Part II Subpart E – Cost Principles),
  - State of California, State Administrative Manual, and
  - Terms and conditions of the RFP, Grant Agreement, and BSCC Grant Administration Guide provisions.
- Consistently treated as either a direct or an indirect cost and are in accordance with Generally Accepted Accounting Principles.

## **2. Recordkeeping**

Grantees agree to maintain and provide access to records for purposes of examination for a period of three (3) years from the end of the Grant Agreement, unless a longer period of record retention is stipulated. This also refers to any subcontractor(s) documentation.

Applicants who apply for BSCC grant funds are required to develop a budget according to the RFP instructions. In RFPs that allow for an indirect cost rate, a line item will be included in the budget template for the applicant to include this information. Once an award is approved by BSCC, the budget becomes the approved grant budget. Grantees agree to maintain all records and supporting documents pertaining to the creation of such budget.

The grantee agrees that the BSCC and any or all of the following agencies shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Grant Agreement:

- the U.S. Federal Government or their designated representative(s) (if federally funded grant program);
- the California State Auditor or their designated representative(s);
- the California Department of Finance – Office of State Audits & Evaluations or their designated representative(s);
- the California State Controller's Office or their designated representative(s).

## **3. Claiming Indirect Costs on an Invoice**

Prior to submission to the BSCC, grantees are responsible for reviewing and approving invoices to ensure expenditures are proper and in accordance with the terms and conditions of their Grant Agreements and approved budgets.

Grantees that claim indirect costs on an invoice must use the indirect cost rate listed in their executed Grant Agreement. When requesting reimbursement for indirect costs, it is important



to remember that the indirect cost rate is applied to the amount that was actually expended and requested for reimbursement, and not the amount that was originally budgeted.

All costs must be supported by accounting records (e.g., invoices, purchase orders, and canceled checks or other records supporting payments), which show the actual expenses.

#### 4. Federally Funded Grant Programs: Indirect Cost Rates

Unless otherwise specified in the grant's RFP and Grant Agreement, entities directly applying for and receiving federal grant funds may only budget and charge indirect costs by using one of the following indirect cost options:

##### Federal Indirect Cost Rate Option 1:

- Grantees may use their federally approved NICR (derived from a federal formula) to seek reimbursement for indirect costs.
  - Evidence of NICR approval must be available to BSCC and cover the current grant period's budget and expenditures. Evidence should include information on the base(s) used to distribute indirect costs, and the treatment of fringe benefits and paid absences. For a multi-year grant, an NICR is required for each grant year or performance period.
  - A grantee or applicant awarded federal funds may use this option to budget for indirect costs only if they have a federally approved NICR already in effect.
  - See *Obtaining a Federally Approved NICR* section for additional information.

##### Federal Indirect Cost Rate Option 2:

- Grantees without a federally approved NICR may use the Federal De Minimis (10% of MTDC<sup>1</sup>) to seek reimbursement for indirect costs.
  - This rate can only be used if the grantee receives less than \$35 million annually in direct federal funding and has never had an NICR.

Examples of these Federal Indirect Cost Rate Options can be found in Tables 1 and 2 under the *Budgeting for Indirect Costs for Federally Funded Grants* section.

#### Budgeting for Indirect Costs for Federally Funded Grants

Unless otherwise specified in the RFP and Grant Agreement, indirect costs may be budgeted for and claimed by applicants and grantees in the Grant Funds and/or Match Funds columns of the Project Budget Table within the grant proposal.

Examples of how to budget for indirect costs using Federal Indirect Cost Options 1 and 2 are shown in the tables below:

##### Federal Indirect Cost Rate Option 1 – Federally Approved NICR

In this example, the approved NICR for a grantee is 25%. The grantee's cost base is salaries & wages plus fringe benefits. Add the totals for salaries & wages plus fringe benefits and multiply this amount by 25%. The following budget table displays the amount budgeted for indirect costs in greater detail:

<sup>1</sup> Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. See 2 CFR § 200.68 for full definition of MTDC.



Table 1. Example – Grantee Budget Using Federal Option 1

Cost Category	Grant Funds: Budget Amount	Indirect Cost Calculation
Salaries & Wages	\$75,000	\$75,000
Fringe Benefits	\$13,500	\$13,500
Other (travel, training)	\$2,500	Total Cost Base \$88,500
Services & Supplies	\$1,000	Approved NICR x 25 %
Other Direct Costs	\$1,500	Indirect Costs \$22,125
<b>Total Direct Costs:</b>	<b>\$93,000</b>	
<b>Indirect Costs:</b>	<b>\$22,125</b>	
<b>Total Grant-Funded Project Budget:</b>	<b>\$115,625</b>	

Grantees using Federal Indirect Cost Rate Option 1 must immediately notify BSCC if the NICR changes during the grant period. The grantee may be required to submit a Modification Request (BSCC Form 223.1, located within the Invoice Workbook) with the updated NICR, including when using the approved rate for matching funds (in total or in part).

**Federal Indirect Cost Rate Example: Option 2 – Federal De Minimis (10% of MTDC)**

In this example, the grantee adds direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. The resulting amount is multiplied by 10%. The following budget table displays the amount budgeted for indirect costs in greater detail:

Table 2. Example – Grantee Budget Using Federal Option 2

Cost Category	Grant Funds: Budget Amount	Indirect Cost Calculation
Salaries & Wages	\$75,000	
Fringe Benefits	\$13,500	
Other (travel, training)	\$2,500	
Services & Supplies	\$1,000	
Other: Subaward #1	\$35,500	
Other: Subaward #2	\$25,000	
<b>Total Direct Costs:</b>	<b>\$152,500</b>	<b>\$152,500</b>
		Less Subaward #1 Amount over \$25,000: – (\$10,500)
		MTDC: \$142,000
		Federal De Minimis: x 10%
		Indirect Costs: \$14,200
<b>Indirect Costs:</b>	<b>\$14,200</b>	
<b>Total Grant-Funded Project Budget:</b>	<b>\$166,700</b>	

**Federal Records Retention for Approved Indirect Cost Rate Documentation**

Records relevant to the development of the NICR, including an ICRP or CAP must be retained along with all grant specific documentation for a period of three (3) years from the end of the Grant Agreement. This requirement also pertains to subcontractor documentation. Refer to section N.2. *Recordkeeping* for additional information.





#### Determining Indirect Cost Rates for Federally Funded Subcontractors

Grantees directly receiving federal funds that subcontract using BSCC grant funds must use either Federal Indirect Cost Rate Option 1 or 2 when determining an indirect cost rate with a subcontractor.

#### 5. State-Funded Grant Programs: Indirect Cost Rates

Unless otherwise specified in the grant's RFP and Grant Agreement, entities directly applying for and receiving state grant funds may only budget and charge indirect costs by using one of the following indirect cost options:

##### Approved Indirect Cost Rate for State-Funded Grants:

- Grantees that have an approved ICRP, CAP or a rate approved by the entity's governing board or governing agency may use their approved rate to seek reimbursement for indirect costs up to the rate established in the RFP.

Grantees may be required to submit documentation substantiating the approved rate. Sources can include, but not limited to:

- Board of Supervisors, city council, or Governing Board/Council resolution affirming the approved rate;
- Letter signed by the jurisdiction's chief financial officer or equivalent;
- Copy of Federal or State Cognizant Agency letter displaying the approved rate; or
- Single Audit Report referencing the approved rate.

Grantees may also be required to submit their approved ICRP or CAP.

- Grantees that have a federally approved NICR may use the NICR to seek reimbursement for indirect costs up to the rate established in the RFP.
  - Evidence of NICR approval must be available to BSCC and cover the current grant period's budget and expenditures. Evidence should include information on the base(s) used to distribute indirect costs, and the treatment of fringe benefits and paid absences. For a multi-year grant, an NICR is required for each grant year or performance period.
- Grantees without an approved indirect cost rate may claim indirect costs based on the federal De Minimis rate – 10% of MTDC.
  - To apply the De Minimis rate, the grantee will add direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. The resulting amount is multiplied by 10% to achieve the permissible amount for indirect costs.

##### Budgeting for Indirect Costs for State-Funded Grants

Indirect costs may be budgeted for and claimed by applicants and grantees in the Grant Funds and/or Match Funds columns of the Project Budget Table within the grant proposal.

##### Approved Indirect Cost Rate for State-Funded Grants Example:

In this example, the approved rate listed in the RFP is 10% of the grant award. The Grantee's ICRP is equal to 15%. In this example, the ICRP exceeds the approved rate as stated in the RFP. The grantee would add all direct costs and multiply this amount by 10%. The following budget table displays the amount budgeted for indirect costs in greater detail:





Table 3. Example – Grantee Budget Using an Approved Indirect Cost Rate

Cost Category	Grant Funds: Budget Amount	Indirect Cost Calculation
Salaries & Wages	\$75,000	
Fringe Benefits	\$13,500	
Other (travel, training)	\$2,500	
Services & Supplies	\$1,000	
Other Direct Costs	\$1,500	
<b>Total Direct Costs:</b>	<b>\$93,500</b>	<b>\$93,500</b>
		Approved ICR: x 10%
		Indirect Costs: \$9,350
<b>Indirect Costs:</b>	<b>\$9,350</b>	
<b>Total Grant-Funded Project Budget:</b>	<b>\$102,850</b>	

Grantees using an Approved Indirect Cost Rate for State-Funded Grants must immediately notify BSCC if the rate changes during the grant period. The grantee may be required to submit a Modification Request (Form BSCC 223.1, located with the Invoice Workbook) with the updated rate, including when using the approved rate for matching funds (in total or in part).

**State-Funded Grantees Without an Approved Indirect Cost Rate Example: De Minimis Rate (10% of MTDC)**

In this example, the grantee adds direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. The resulting amount is multiplied by 10% to achieve the amount allowed for indirect costs. The following budget table displays the amount budgeted for indirect costs in greater detail:

Table 4. Example – Grantee Budget Using the De Minimis Rate

Cost Category	Grant Funds: Budget Amount	Indirect Cost Calculation
Salaries & Wages	\$75,000	
Fringe Benefits	\$13,500	
Other (travel, training)	\$2,500	
Services & Supplies	\$1,000	
Other: Subaward #1	\$35,500	
Other: Subaward #2	\$25,000	
<b>Total Direct Costs:</b>	<b>\$152,500</b>	<b>\$152,500</b>
		Less Subaward #1 Amount over \$25,000: – (\$10,500)
		MTDC: \$142,000
		De Minimis: x 10%
		Indirect Costs: \$14,200
<b>Indirect Costs:</b>	<b>\$14,200</b>	
<b>Total Grant-Funded Project Budget:</b>	<b>\$166,700</b>	



#### State Records Retention for Approved Indirect Cost Rate Documentation

Records relevant to the development of the NICR, ICRP, and/or CAP must be retained along with all grant specific documentation for a period of three (3) years from the end of the Grant Agreement. This requirement also pertains to subcontractor documentation. Refer to section N.2. *Recordkeeping* for additional information.

#### Determining Indirect Cost Rates for State-Funded Subcontractors

Grantees directly receiving state funds that subcontract using BSCC grant funds must use local contracting rules unless otherwise stated in the grant's RFP and Grant Agreement when determining an indirect cost rate with a subcontractor.

#### 6. Obtaining a Federally-Approved NICR – State and Federal Grant Recipients

Should an applicant or grantee seek to obtain a federal NICR, it will be required to prepare an annual ICRP and submit it to its federal cognizant agency. Typically, the federal cognizant agency is the agency that awards the most federal funds to that grantee or applicant.

Note: A grantee or applicant that is a governmental department or agency unit that receives more than \$35 million in direct federal funding is required to obtain a federal NICR.

An ICRP is the documentation prepared by a grantee requesting an indirect cost rate. This package normally includes the proposal, related audited financial statements, and other detail supports such as general ledger, trial balance, etc.

The requirements for the development and submission of ICRPs are set out in Federal OMB Appendices III-VII of 2 CFR § 200.

A grantee developing an ICRP for federally funded grant solicitations should follow the guidelines applicable to its type of organization:

- Non-Government Organizations use 2 CFR § 200, Appendix IV;
- State/Local Government Central Service Cost Allocation Plans use 2 CFR § 200, Appendix V;
- State/Local/Tribal Indirect Cost Proposals use 2 CFR § 200, Appendix VII.

For more information on federal ICRPs go to: <https://www.ojp.gov/funding/part200uniformrequirements>. For state and local governments go to: [https://sco.ca.gov/pubs\\_guides.html](https://sco.ca.gov/pubs_guides.html) (Countywide Cost Allocation Plan Guidelines and Information).

#### 5. OPERATING EXPENSES

##### General

Allowable operating expenses are defined as necessary expenditures exclusive of personnel salaries, benefits, and equipment. Such expenses may include specific items directly charged to the project, and in some cases, an indirect cost allowance. The expenses must be grant-related (i.e., to further the program objectives as defined in the Grant Award) and be incurred during the grant cycle. The BSCC reserves the right to make the final determination if an operating expense is allowable and necessary. All charges must be clearly documented and rounded off to the nearest whole dollar.

During the grant performance period, individual line items within the operating expense category (with the exception of Consultant or Contract services) may vary from budgeted amounts without prior BSCC approval as long as the total amount budgeted in the category remains the same.



#### A. ALLOWABLE EXPENSE ITEMS

A project may, unless otherwise prohibited, include the following expenses under the Operating Expenses category:

- Answering service fees;
- Bank service charges and check printing fees;
- Computer with an acquisition cost of \$4,999\* or less;
- Computer equipment rentals;
- Confidential expenditures (e.g., asset forfeiture and sting operations);
- Conferences, seminars, workshops, and training;
- Consultant services;
- Equipment service and maintenance agreements (including those for computers);
- Facilities costs;
- Film or videotape (film or videotape with an acquisition cost of more than \$5,000 per unit and a useful life of more than one year must be charged in the Equipment category);
- Financial audit allowances;
- Furniture and office equipment with an acquisition cost of \$4,999\* or less per unit;
- Insurance, e.g., vehicle, fire, bonding, theft, and liability (to include malpractice and board liability);
- Internet access;
- Janitorial services;
- Moving expenses;
- Office supplies;
- Office space;
- Postage;
- Printing;
- Rental or lease of equipment;
- Research forms;
- Software (if not part of a computer package);
- Storage space for evidence;
- Subscriptions;
- Telephone (telephones with an acquisition cost of more than \$5,000 per unit and a useful life of more than one year must be charged in the equipment category);
- Training materials;
- Travel and per diem;
- Utilities; and
- Vehicle maintenance.

If an item is not listed, consult the terms of the program to determine if the expense is allowable.

*\* Any of these items with an acquisition cost of \$3,500 or more require prior approval by the BSCC. The Grantee must submit a written declaration that the items to be purchased are: 1) to be used for services directly associated with the project; 2) essential to the success of the project; and 3) less expensive than leasing or renting the equipment for the grant cycle (based on an investigation of lease and rental options).*





#### **B. PROVISIONS REGARDING ALLOWABLE OPERATING EXPENSES**

Operating expenses which cannot be directly charged to a specific project or funding source, such as expenses related to a copier, utilities or janitorial service, must be prorated on the basis of percentage of usage or other reasonable job-costing basis. An allocation plan must be prepared to determine how such operating expenses should be allocated. Schedules of the methods used to allocate such operating expense must be maintained for audit purposes.

The basis of allocating operating expenses must be reviewed and adjusted accordingly by the Grantee on a periodic basis.

Payments made for certain types of expenses which apply to long periods of time also become allocated expenses. For example, the Grantee pays for an insurance policy with a term of one year (November 1, 2014 to October 31, 2015), and the grant cycle (July 1, 2015 to June 30, 2016) includes four months of this one-year period. The Grantee then may allocate one-third (four months) of the insurance costs to the grant.

#### **C. CONFIDENTIAL EXPENDITURES**

Confidential expenditures are only allowable for grants to state and local law enforcement agencies that use grant personnel working in an undercover capacity, unless otherwise specifically authorized in the terms of the program.

**Requests for Approval – Confidential Expenditures:** If not previously authorized in the approved Grant Award, confidential expenditures must be requested using a modification and approved prior to any expenditure. The criteria for confidential expenditures are in the terms of the program.

#### **D. FACILITY RENTAL**

Office space for full-time employees and space for files, meetings, mail and supplies may be charged to the grant.

It is the responsibility of the Grantee to ensure that these are consistent with prevailing rates in the local area.

Space for part-time employees must be prorated. For the purpose of this section, the term "employee" includes documented volunteers.

##### **1. Rental Space for Training, Shelter, Counseling Rooms, and Other Required Space**

Rental space for training, individual or group counseling rooms may also be charged to the grant if authorized in the terms of the program, and providing the rental space charged is based on actual costs to the Grantee and not reimbursed by any other source.

If other required space, such as a storage or evidence room is allowed in the terms of the program, the Grantee must provide justification for charging the costs to the grant.

Such justification must address the cost and need for the space, how it relates to the project's objectives, and why the agency cannot provide the space at no cost to the grant.

##### **2. Donated Space**

A Grantee can claim office space used in a program as in-kind match when they are the owners of the building or the space has been donated.

The value claimed for donated space cannot exceed the monetary value of what would normally be charged for the space in that geographical area.

There must be documentation on file which explains and supports the way the value for the match is determined.





#### **E. MOVING EXPENSES**

Projects may budget for moving expenses as long as such expenses are reasonable and related to the accomplishment of grant objectives. For example, a project may claim moving expenses if the project site is being relocated to another site and it is necessary to relocate BSCC-funded supplies, office equipment, etc. to the new site. Moving expenses may not be charged to the grant for transporting personal belongings of staff nor may staff relocation expenses be charged to the grant for costs associated with the project move. Further, projects may not use BSCC grant funds to pay for relocation expenses associated with the hiring of new staff.

If the project is one of many components of a larger organization, the project may only charge the prorated share of expenses proportionate to the BSCC-funded project's percentage of the organization's total overall budget.

#### **F. RENTED OR LEASED EQUIPMENT**

An explanation and cost analysis must be submitted if equipment, budgeted in the operating expenses or equipment category, is to be rented or leased. This written analysis must demonstrate how it is more cost effective to rent or lease the equipment rather than purchase it.

The project must receive approval from BSCC prior to the execution of any rental or lease agreement. If the request is made after the grant is awarded, a Grantee must attach the analysis to a completed modification.

#### **G. TRAVEL AND PER DIEM**

Travel is usually warranted when personal contact by project-related personnel is the most appropriate method of completing project-related business.

The most economical method of transportation, in terms of direct expenses to the project and the project-related personnel's time away from the project, must be used.

Grantees are required to include sufficient per diem and travel allocations for project-related personnel to attend any required BSCC training conferences or workshops as described in the Request for Proposals and Grant Agreement.

##### **1. Out-of-State Travel**

Out-of-state travel is generally restricted and only allowed in exceptional situations. Grantees must receive written BSCC approval prior to incurring expenses for out-of-state travel. Even if previously authorized in the Grant Agreement, Grantees must submit a separate written request on Grantee letterhead for approval to the assigned BSCC Field Representative. Out-of-state travel requests must include a detailed justification and budget information.

In addition, California prohibits travel, except under specified circumstances, to states that have been found by the California Attorney General to have discriminatory laws. The BSCC will not reimburse for travel to these states unless the travel meets a specific exception under Government Code section 11139.8, subdivision (c). For additional information, please see: <https://oag.ca.gov/ab1887>.

##### **2. Units of Government**

Grantees that are units of government using BSCC funds may follow either their own written travel and per diem policy or the California State travel and per diem policy. Units of government that plan to use cars from a state, county, city, district carpool, or garage may budget either the mileage rate established by the carpool or garage, or the state mileage rate, not to exceed the loaning agency.



### 3. Non-Governmental Organizations (NGOs)

Grantees that are NGOs using BSCC funds must use the California State travel and per diem policy, unless the Grantee's written travel policy is more restrictive than the State's, in which case it must be used. Reimbursement is allowed for the cost of commercial carrier fares, parking, bridge, and road tolls, as well as necessary taxi, bus, and streetcar fares. This policy applies equally to NGOs that receive grant funds directly from the BSCC and those that receive grant funds indirectly through a subcontract with another NGO that received a BSCC grant award.

### 4. Tribes

Grantees that are Tribes must use the California State travel and per diem policy, unless the Grantee's written travel policy is more restrictive than the State's, in which case it must be used. Reimbursement is allowed for the cost of commercial carrier fares, parking, bridge, and road tolls, as well as necessary taxi, bus, and streetcar fares.

### 5. State Travel and Per Diem Policies

#### a) General

The information below provides details about the State travel policy. The reimbursement rates are maximums, not allowances. In the event of an audit, employees must be able to produce receipts substantiating the amount claimed. To verify rates, go to:

<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

#### b) Mileage

When the Grantee utilizes a privately-owned vehicle on project-related business, a maximum rate per mile is allowed at this time. Grantees may verify the current State-approved mileage rates at:

<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

#### c) Meals and Incidental Expenses

**Breakfast** - Breakfast may be claimed when travel commences at or prior to 6:00 a.m. Breakfast may be claimed on the last fractional day of a trip of more than 24 hours if travel terminates at or after 8:00 a.m.

**Lunch** - Lunch may not be claimed for travel less than 24 hours. Lunch may be claimed if the trip begins at or before 11:00 a.m. and may be claimed on the last fractional day of a trip of more than 24 hours if the travel terminates at or after 2:00 p.m.

**Dinner** - Dinner may be claimed if the trip begins at or before 5:00 p.m. Dinner may be claimed when travel terminates at or after 7:00 p.m., whether on a one-day trip or on the last day of a trip of more than 24 hours.

**Incidental Expenses** - Incidental expenses may be claimed for trips of 24 hours or more.

To view meal and incidental rates, go to:

<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

#### d) Lodging – With Receipts

Excess lodging costs are restricted and only allowed in exceptional situations. Grantees must justify the need and receive prior written approval from BSCC before incurring expenses for excess lodging costs.

#### e) Other

Reimbursement for shuttle or hotel-bus fares, bridge and road tolls, and parking charges must be supported by receipt if amounts exceed the following exceptions to the California State Receipt Policy located at: <http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2203>.





## H. FOOD AND BEVERAGES

### 1. Justification

Unless otherwise prohibited by law, or by the specific terms and conditions of the grant program, grant funds may be used to purchase food and beverages for individuals receiving grant-funded services and programs.

BSCC recognizes that offering food and beverages can help maximize participation among clients. Meals or snacks can be used to encourage attendance among clients who are reluctant to attend, or when programs are held during the lunch or dinner hours or as part of a day-long activity.

### 2. Definitions

Allowable food and beverage purchases include snacks or meals provided to individuals receiving programs and services funded by the grant. Food and beverage purchases must be reasonable, necessary for participants, and clearly linked to grant-funded activities. Grant funds may not be used to purchase alcohol, tobacco or marijuana products.

Grant funds may not be used to purchase food and beverages for grant staff or partner agency staff, even if it is a grant-related event. Grantees who wish to request an exception to this rule should contact the BSCC Field Representative and present justification for why the food and beverages are necessary to the success of the program model.

### 3. Requesting Approval

Explicit prior approval from BSCC is required for the purchase of food and beverages, even if the items were mentioned in the grant application approved for funding by the Board.

Grantees seeking approval to purchase food and beverages must submit a memo to the BSCC Field Representative. (Note: It is not necessary to submit a memo for each individual purchase; the memo may contain a list of purchases for the entire grant period.) There is no format for the memo, but it must contain the following information:

- (a) A description of the activity or program for which the food and beverages will be purchased.
- (b) The name of the subcontractor (if applicable) that will be purchasing the food and beverages.
- (c) A description of the items that will be purchased, with the corresponding costs. Provide as much line-item detail as possible and show the total cost. \* For example:
 

4 pizzas per week x 25 weeks @ \$15 per pizza .....	\$ 1,500
2 cases sodas per week x 25 weeks @ \$10 per case .....	\$ 500
2 dozen cookies per week x 25 weeks @ \$10 per dozen .....	<u>\$ 500</u>
Total.....	\$ 2,500

*\*If the exact quantity or cost is not known, provide detailed estimates.*
- (d) The approximate number of grant-funded participants that will benefit from the food and beverages.
- (e) A justification for the purchase of food and beverages to describe how the purchases will benefit the grant project.



Discretion for final approval of any purchases under this section lies with BSCC. Purchases should not be made until BSCC approves the written request. The BSCC shall not be obligated to reimburse purchases made without prior approval.

#### 4. Documentation

Grantees should follow any internal policies and procedures that exist for the purchase, documentation and tracking of food and beverages. Grantees must also ensure compliance with any applicable procurement rules.

At a minimum, the grantee must maintain all receipts and supporting documentation related to the purchase. Supporting documentation could include program schedules, lists of attendees, class rosters, etc.

### I. PROGRAM INCENTIVES AND PARTICIPANT SUPPORT ITEMS

#### 1. General Guidelines

Unless otherwise prohibited by law or by the specific terms and conditions of the grant program, grant funds may be used to purchase items used as participant support items and program incentives for program participation and/or program completion.

BSCC recognizes that offering incentives can help maximize participation among clients and justice-involved clients. Participant support items and program incentives can be used to encourage program participation, to reward participants who meet certain documented milestones, and to celebrate program completion.

Participant support items and program incentives must be reasonable and clearly linked to grant-funded activities.

#### 2. Requesting Approval

Explicit prior approval from BSCC is required for the purchase of participant support items and program incentives, even if the items were included or budgeted in the grant application approved for funding by the Board.

Grantees seeking approval to purchase participant support items and program incentives must submit a memo to the BSCC Field Representative (see "Using Grant Items for Participant Support Costs and Incentives justification form"). (Note: It is not necessary to submit a memo for each individual purchase; the memo may contain a list of purchases for the entire grant period.)

Discretion for final approval of any purchases under this section lies with BSCC. Purchases should not be made until BSCC approves the written request. The BSCC shall not be obligated to reimburse purchases made without prior approval.

#### 3. Types of Allowable Expenses May Include:

Participant Support Items:

- Personal Care and Healthcare Items
  - Clothing, hygiene items, medication co-pays, physician recommended medical devices or products, etc.
- Vital Document Expenses
  - Expenses related to obtaining a CA ID or Driver's License, social security card, birth certificate, etc.
- Transportation
  - Tokens, taxi vouchers, bus passes for social services, educational, court, or program related appointments, etc.





- Vehicle maintenance expenses.
- Purchase of gasoline or mileage reimbursement.
- Purchase of a bicycle or other non-motorized vehicle.
- Education and Employment Support
  - Work clothes or equipment required by an employer or training program.
  - Tuition enrollment fees for training or education programs.
  - Subsidized employment.
  - Books, backpacks or other supplies for training/education programs.
- Housing Related Costs
  - Rental assistance.
  - Reasonable costs related to one-time move-in necessities for long-term housing placements.
  - Fees for applications, credit checks, or enrollment costs for housing opportunities.
  - Utilities, property maintenance costs, etc.

Program Incentives: (no cash payments allowed):

- Gift cards
- Stipends
- Field trips/Excursions (e.g. sporting events, movies, camping trips, amusement parks, etc.)

#### 4. Documentation

Grantees should follow any internal policies and procedures that exist for the purchase, documentation, and tracking of participant support items and program incentives. Grantees must also ensure compliance with any applicable procurement rules.

At a minimum the grantee should maintain a log that records:

- a) the type of incentive or participant support item that was distributed;
- b) the date it was distributed;
- c) the name and signature of the individual who received it;
- d) the name and signature of the staff person who distributed it; and
- e) the name and signature of a supervisor.

#### J. PROHIBITED EXPENSE ITEMS

##### 1. Bonuses/Commissions

Projects are prohibited from paying any bonus or commission to any individual, organization, or firm unless specifically authorized by the terms of the program.

##### 2. Lobbying

BSCC federal and state grant funds, grant property, or grant funded positions shall not be expended or used for any of the following lobbying activities.

##### a) Prohibited Lobbying Activities

- Attempts to influence the outcome of any federal, state, or local election, referendum, initiative, or similar procedure, through in-kind or cash contributions, endorsements, publicity, or similar activity;



- Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcome of elections;
- Attempts to influence: (1) the introduction of federal or state legislation; or (2) the enactment or modification of any pending federal or state legislation through communication with any member or employee of the Congress or state Legislature (including efforts to influence state or local officials to engage in similar lobbying activity), or with any government official or employee in connection with a decision to sign or veto enrolled legislation;
- Attempts to influence: (1) the introduction of federal or state legislation; or (2) the enactment or modification of any pending federal or state legislation by preparing, distributing, or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fund-raising drive, lobbying campaign or letter writing or telephone campaign; or
- Attending legislative liaison activities, including legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation are prohibited when such activities are carried out in support of or in knowing preparation for an effort to engage in unallowable lobbying.

**b) Activities Exempt from the Prohibition**

- Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract, or other agreement, such as:
  - Offering testimony in a hearing, statements, or letters
  - to Congress or a state Legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the Grantee member, Legislative body or subdivision, or a cognizant staff member thereof
  - provided such information is readily obtainable and may be readily put in deliverable form; and
  - Costs for travel, lodging, or meals related to this activity are unallowable unless: (1) the testimony is offered at a regularly scheduled Congressional or state Legislative hearing; and (2) it was made pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.
- Any lobbying made unallowable by Section 1.2 above to influence state legislation in order to directly reduce the cost or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.
- Participating in any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.
- Providing testimony before legislative bodies reviewing the effectiveness of grant programs.
- Introducing and offering support in the state Legislature of general statutory reform, such as criminal code revisions, court reform, etc.



### 3. Fundraising

BSCC grant funds cannot be used for fundraising. For example, grant funds cannot be used to organize financial campaigns, endowment drives, solicitation of gifts and bequests, or similar expenses incurred solely to raise capital or obtain contributions, unless fundraising for the furtherance of grant objectives is specifically allowed under the terms of the program.

### 4. Real Property and Improvements

Expenses for real property, including land, land improvements, structures and their attachments, and structural improvements and alterations are not allowable expenditures unless specifically authorized in the terms of the program.

### 5. Interest, Charges, Fees, and Penalties

Finance charges, late payment fees, penalties, and returned check charges are not allowable expenditures. The cost of interest payments is only allowable if the cost is a result of a lease/purchase agreement.

### 6. Weapons and Ammunition

The cost of weapons and/or ammunition of any type are not allowable expenditures, unless it is part of a governmental negotiated benefit package, or specifically authorized in the terms of the program.

### 7. Dues, Licenses, and Fees

Membership dues for the licensing or credentialing of professional personnel, the cost of the license, and any annual professional dues or fees are not allowable expenditures unless they are part of a governmental benefit package or specifically authorized by the terms of the program.

### 8. Depreciation

Depreciation charges are not allowable expenditures.

## 6. EQUIPMENT / FIXED ASSETS

Equipment and fixed assets are nonexpendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit (including tax and installation). If equipment is purchased as a complete package (i.e., computer, monitor, modem, software, etc.), the total package cost, not the unit cost, would determine if it qualifies under the equipment category. All equipment purchased by the Grantee is the property of the Grantee. BSCC does not claim title to the equipment but requires the Grantee to maintain accountability for the equipment.

### A. PRIOR APPROVAL

All equipment or fixed assets with an acquisition cost of \$3,500 or more require prior approval by the BSCC. The Grantee must submit a written declaration that the equipment or fixed assets to be purchased are: 1) to be used for services directly associated with the project; 2) essential to the success of the project; and 3) less expensive than leasing or renting the equipment for the grant cycle based on an investigation of lease and rental options.

### B. ALLOWABLE EQUIPMENT

Equipment that is directly related to and used for project activities will be considered for purchase approval only if no other equipment owned by the applicant is available and suitable for the project. Projects are expected to purchase only energy efficient equipment whenever possible and appropriate.





Grant funds cannot be used for equipment if specifically prohibited in the authorizing legislation or restricted in the terms of the program.

Grant funds cannot be used to reimburse the project for equipment obtained prior to the beginning of the grant cycle.

Equipment should be ordered as soon as possible so that it can be placed in service during the grant cycle.

**1. Motorized Vehicles**

Aircraft, watercraft, and other motorized vehicles (except automobiles) are not allowable budget items unless specifically authorized in the terms of the program.

**2. Automobiles**

If automobiles are allowable pursuant to the terms of the program, the Project must provide substantial justification demonstrating the grant-related need. The justification must be submitted attached to a modification if not previously authorized in the approved Grant Award and include the following information:

- Describe the need for a vehicle, including the size of the service area and the need to provide direct service away from the office;
- Describe the lack of available agency vehicles;
- Describe the lack of available personal vehicles for which mileage can be charged or a reason why the agency will not allow personal vehicle usage during working hours; and
- Include a cost analysis for the vehicle purchase as compared to other options, including lease and personal vehicle use with mileage.

**3. Computers and Automated Equipment**

**a) Internet Access**

Funded projects are required to maintain internet access with an established e-mail address for grant-related communication with BSCC. Grant funds may be used for this purpose unless specifically restricted by the terms of the program.

**b) Justification**

The purchase of computers and automated equipment necessary to achieve grant objectives may be requested unless prohibited in the terms of the program. Approval for purchases is contingent on the project's ability to demonstrate a cost effective, project-related need. This is best demonstrated by clearly relating each computer system or component to the grant objectives and activities. The amount of information necessary will be determined by the complexity of the proposed system.

**c) Cost**

The cost of a computer system must include all expenses required to purchase, install and operate the system. These expenses include, but are not limited to hardware, software, maintenance, upgrade, training, conversion, technical assistance, consultants, programmers, analysts, furniture, supplies, modems, telephone lines, and connect time to mainframe or data centers. Computers and related expenses must be itemized in the budget pages of the Grant Award and described in sufficient detail to allow BSCC to assess their size and complexity.





**d) Community-Based Organization (CBO)**

Applicants from community-based organizations may budget for computer equipment, software, and related costs. BSCC will evaluate the proposed purchase on the basis of grant-related need.

If the implementing agency is a CBO sponsored by a unit of government, BSCC's policy for CBOs will apply, and BSCC will also evaluate the proposed purchase of computer equipment, software, and related costs.

**e) Units of Government**

Applicants from units of government may budget for computer equipment, software, and related costs. BSCC will evaluate the proposed purchase on the basis of grant-related need.

Units of government using federal funds to establish or enhance criminal intelligence systems are also subject to 28 CFR Part 23, Criminal Intelligence Systems Operating Policies. Consult the specific terms of the program for information regarding additional requirements and approvals.

**f) Justification – Computers and Automated Systems**

To certify that all resources (e.g., hardware, software, personnel, and telecommunications) to be utilized by the project are in compliance, the Project Director must submit a written justification. If not previously authorized in the approved grant award, the justification must be attached to a modification and demonstrate that the purchase abides by applicable standards, policies, and procedures for automated systems as contained within the terms of the program, the agency's local policies and operating procedures, and this Guide.

**4. Lease-to-Purchase Agreement**

If a lease-to-purchase equipment is requested, a Grantee must submit a justification and cost analysis, demonstrating that it is more cost effective to lease rather than purchase the item.

If a lease-to-purchase agreement is not previously authorized in the approved Grant Award, the justification and cost analysis must be submitted with a modification. The Project must receive BSCC approval prior to the signing of the lease/purchase agreement.

**5. Equipment Identification and Records**

Projects must maintain a readily identifiable inventory of all equipment purchased wholly, or in part, with BSCC grant funds. Equipment must be noted in a log, either written or digital containing the following information for as long as the equipment is owned by the Grantee.

Equipment records must contain the following information:

- A description of the property;
- Serial number, or other identification number;
- Source of the property;
- Identification of the title holder;
- Acquisition date;
- Cost of the equipment;
- Percentage of Federal participation in the cost of the equipment;
- Location of the equipment;
- Use and condition of the equipment;
- Unit acquisition cost; and



- Disposition, data, including date of disposal and sale price.

A Grantee must take a physical inventory of equipment and reconcile the results with the equipment records at least once every two years.

The Project is responsible for maintaining all equipment purchased with grant funds and the equipment must be available for review by BSCC staff during Site and Monitoring visits.

#### 6. Losses/Replacements

Projects must safeguard equipment purchased with grant funds and are responsible for any losses. Lost, stolen, or destroyed equipment must be reported to BSCC in writing within 14 calendar days of the date of the loss. The report must include appropriate police reports, insurance claims, and a letter signed by the Project Director explaining the circumstances involved and the precautions taken to prevent such losses from occurring in the future. The report must also detail how the equipment will be replaced, the timeframe for replacement, and the potential impact on program objectives without replacement of the equipment.

Damaged equipment that will not be repaired must be reported to BSCC on a modification within 14 calendar days of the date of damage, with a justification explaining how grant objectives will be achieved without the equipment. Projects must obtain written approval from BSCC prior to replacing, trading, or otherwise disposing of damaged, lost, or stolen grant equipment.

### 7. CONTRACTS AND PROCUREMENTS

#### A. RESPONSIBILITY

The Grantee is the responsible entity, without recourse to BSCC, regarding the settlement and satisfaction of all contractual and administrative issues arising from contracts of the Grantee and Grant Award procurements. This responsibility includes, but is not limited to, disputes, claims, and protests of awards.

##### 1. Units of Government Guidelines

Governmental entities must comply with applicable procurement laws and policies for their jurisdiction when contracting for goods or procuring services. Matters concerning violation of laws must be referred to the local, state, or federal authority having jurisdiction.

##### 2. Definitions

###### a) Contracts

Contracts refer to the purchasing of services including, but not limited to, independent CPA audits, maintenance agreements, accounting services, and consultants. All contracts are subject to BSCC contract standards as outlined in this section.

###### b) Procurement

Procurement refers to the purchasing of goods necessary to carry out the project objectives. BSCC procurement standards apply to all contracts for goods, including office supplies, and equipment paid for in whole or in part by grant funds.

##### 3. Approvals

All contracts and procurements must be for allowable expenditures according to the terms of the grant program under which the agreement is funded.

Purchases for computers and/or equipment valued at \$3,500 or more, which were not previously approved in the Grant Award budget, require prior approval from the BSCC.



For CBOs and entities that are not units of government, contracts over \$50,000 require BSCC prior approval. Requests for approval must include the procedures that will be used to comply with section 7.B. below.

#### **B. METHODS OF CONTRACTING AND/OR PROCUREMENT**

For non-governmental entities, contracts and procurements that use grant funds must be made by one of the following methods:

##### **1. Informal Advertising**

###### **a) Contracts and Procurements under \$5,000**

Contracts and procurements under \$5,000 do not require formal advertising. However, informal competition is still suggested for purchases between \$100 and \$4,999.

###### **b) Documentation**

Documentation showing the service providers or vendors contacted, including the vendor's name, address, telephone number, who provided the quote, the date contacted, and the prices quoted, must be maintained in the project's files for audit purposes. A minimum of three (3) vendors or two (2) State certified small businesses should be contacted.

##### **2. Formal Advertising**

Contracts and procurements for purchases \$5,000 or over require formal advertising. In this process, a bidder is selected based on material submitted in a response to an Invitation for Bid (IFB) or RFP only. IFBs/RFPs must clearly define all requirements the bidder must fulfill for the bid or offer, which will be evaluated by the project. Bidders are not allowed to discuss or clarify any points after their bids have been submitted. A firm, fixed-price contract results with no face-to-face negotiation.

###### **a) Invitation for Bid (IFB)**

An IFB is used to solicit prices for services or goods based on definitive specifications. It must include a clear and accurate description of the technical requirements for the services, (Contracts) to be produced, or the material or product, (Goods) to be procured. The description must not contain features that unduly restrict competition.

Using clear and precise specifications is crucial in formal advertising because it ensures that all bidders will have a complete and consistent understanding of what is required. Accurate descriptions of the requirements make certain that bidders will not have varying interpretations and in turn, they will accurately account for all costs in their responses, including any timelines, and all programmatic requirements.

###### **b) Request for Proposals (RFP)**

RFP often does not provide a detailed description of what is to be provided. It is designed to solicit a proposal from bidders to solve a stated problem or meet a stated need. The proposal is the product of the bidder's creative thoughts and provides the detailed approach and description of what is to be accomplished or produced, as well as a price for the services or goods to be provided.

RFP should include:

- A clear statement of the problem to be solved;
- Realistic terms as to what the contractor is to accomplish;
- Time schedules, including dates for awarding the contract, commencement of performance, submission of progress reports, and completion;
- Payment plans and schedule, as appropriate; and





- Proposal Requirements for Bidders:
  - Description of qualifications, description of lead personnel, amount of time and personnel to be expended, and equipment and facilities to be utilized;
  - Description of techniques to be used in solving the stated problem or meeting the stated need; and
  - Total cost of the contract.

### 3. Contract and Procurement Awards

Contract and procurement awards must be made to the responsible contractor or vendor whose bid or offer is responsive to the solicitation and is most advantageous to the project, as well price and other factors considered.

Any or all bids or offers may be rejected when it is in the project's best interest to do so, and such rejections are also in accordance with applicable federal, state, and local laws or ordinances, rules, regulations, and policies.

Consideration should be given to such matters as contractor integrity, record of past performance, financial and technical resources, and/or accessibility to the necessary resources. A bidder is considered responsible when it has been established that the bidder has the technical capability, financial capacity, sufficient staff, a satisfactory record of past performance, and is otherwise qualified and eligible. For contracts greater than \$25,000, you must also verify that the contractor has not been suspended or debarred from participation in federal awards prior to entering into the contract.

### 4. Cost Price Analysis

All procurements and/or contracts funded by federal grant awards must have a cost or price analysis performed and maintained on file. The cost/price analysis is written documentation demonstrating the reasonableness of the proposed price of the contract or procured item. Specifically:

- Price analysis is the process of examining and evaluating a proposed price without evaluating its separate elements of cost to determine the price is reasonable. It is generally used for simple procurements for which there is adequate catalog pricing and market competition.
- Cost analysis is the review and evaluation of separate elements of cost and profit or fee in a contractor's proposal. A cost analysis is required when a bidder is required to submit the elements of his estimated cost, e.g. on consulting contracts for professional services.

A cost analysis is necessary whenever competition is lacking, and for non-competitive bid procurements, contract modifications and change orders.

The method and degree of cost/price analysis is dependent on the facts surrounding the particular procurement situation. In addition to price, examples of factors that can be taken into consideration include items such as:

- The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- Whether the bidder can perform the contract or provide the service promptly or within the time specified;
- The warranty, product life expectancy and/or the ability of the bidder to provide future maintenance and service of the item being procured.





### C. NON-COMPETITIVE BID REQUESTS

A Non-Competitive Bid (NCB) transaction shall be defined as a contract for goods or services, where only a single source that can provide the services or goods is afforded the opportunity to offer a price for the specified services or goods. Contracts sometimes include goods as well as services, and this definition will also apply to those circumstances.

The project must maintain documentation for justification of NCB contracts under \$5,000, including professional services and consulting contracts. The documentation must include the information outlined in this section, support the conditions listed below, and be maintained on file at the project's offices. Prior approval is required for NCB contracts of \$5,000 or over.

#### 1. Conditions of an NCB

NCB must meet at least one of the following conditions:

- When the goods or services required are available from only one contractor/ vendor;
- When an IFB or RFP produces only one qualified bidder;
- Emergency in nature (the contract is necessary for immediate preservation of public health, welfare or safety);
- The contractor meets a temporary or time limited employment need;
- No payment is made for services rendered; only per diem and travel is paid;
- The contract is solely for the purpose of obtaining expert witnesses for criminal trials;
- There is a maintenance agreement for equipment that is under documented warranty or where there is only one authorized or qualified representative or where there is only one distributor in the area for service;
- Proprietary software contracts;
- The contractor possesses unique features or is uniquely positioned to supply the required service; or
- To provide interim services while conducting competitive bid.

#### 2. NCB Justification Procedure

All NCB contract for services or purchases of \$5,000 or over must be justified and have prior written approval from BSCC. A justification statement must be presented in the format provided in the next section. Source documentation as to how the NCB was determined must be on file and available for audits. The checklist will not be considered source documentation.

##### a) Justification Procedure – Contracts

Include a brief description of the program or project and the services being contracted. This information must include the Grant Award number, contract amount, and pertinent background data.

##### 1) Need and Price Determination

Explain the necessity to contract non-competitively and how the price for the contract was determined, including:

- Expertise of contractor;
- Management capabilities to perform the tasks required;
- Contractor's responsiveness to need identified by the project;
- Contractor's relevant knowledge and experience; and



- Justification of the reasonableness of the cost. The following factors will be used in determining that the costs are justified:
  - Cost information that has sufficient detail to support and justify the contract;
  - Cost information for similar services with differences noted and explained;
  - Special factors affecting the cost of the contract.

**2) Uniqueness of Contract**

Explain the uniqueness of the contract, including:

- Patents, copyrights;
- Facilities, investments; or
- Continuation of an existing project.

**3) Time Constraints**

- Explain any time constraints including:
- When contractual coverage is required and why;
- Impact on project if dates are not met; and/or
- Time required for another contractor to reach the same level of competence. Equate to dollars, if possible.

**b) Justification Procedures – Procurement**

Justification must include a description of the product to be purchased, the need for the specific brand and its relationship to the project. This information must include the Grant Award number, the cost or purchase amount and pertinent background data. It should explain the necessity of the purchase and how the price for the product was determined.

**c) One Bid Received or Considered Responsive**

In a situation where NCB is necessary because only one bid or proposal has been received or considered responsive, the following additional information is required:

- A copy of the IFB or RFP and the bidder's list;
- A description of the method used to solicit responses. Copies of newspaper ads and information outlining the development of the bidder's list must be included;
- A description of the follow-up activity performed to determine why other contractors did not submit a bid; and
- An explanation as to why it was not put out to bid again.

**D. ELEMENTS OF A CONTRACT OR PURCHASE ORDER/DOCUMENT**

A contract or purchase order/document defines the relationship or agreement between the project and the contractor or vendor. All contracts and purchase orders/documents must be prepared in accordance with existing State policies and clearly define the responsibilities of all parties.

**1. Minimum Requirements**

At a minimum, a contract or purchase order/document must include the following:

- Designation of the parties to the contract or the agreement;
- Term of the contract (period of performance) or agreement;
- Maximum amount and basis upon which the payment is to be made under the terms of the contract or agreement;



- For procurements – clear definition of the types and quantities of the products to be delivered including delivery schedules;
- For contracts – clear and complete statement of the work or services to be performed, rendered, or provided;
- Payment schedule based upon satisfactory delivery of services and/or goods at predetermined intervals including the amount or percentage of total payments to be withheld pending satisfactory completion for all terms and conditions of the contract or agreement;
- Penalty clauses (punitive measures for when the contract is not being fulfilled).
- Termination for cause/convenience clause describing the manner by which the contract may be terminated, the basis for settlement, and conditions under which the contract may be terminated for default or because of circumstances beyond the control of the contractor;
- A provision that allows BSCC, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representative, access to any books, documents, papers and records of the contractor which are directly pertinent to the program for the purpose of making audits, examinations, excerpts and transcriptions, for all contracts greater than \$100,000; and
- Compliance with Equal Employment Opportunity per Executive Order 11246 as amended by Executive Order 11375 and supplemented at 41 CFR 60 (required on all CBO contracts, and on all governmental entity construction contracts awarded in excess of \$10,000).

## 2. Additional Requirements for Contracts with Governmental Entities

Governmental entities have additional requirements, and must include the following provisions in all contracts as noted below:

- Notice of BSCC reporting requirements;
- Notice of BSCC requirements pertaining to patent rights, copy rights and rights in data;
- Compliance with the Energy Policy and Conservation Act;
- Compliance with the Clean Air, Clean Water, and Environmental Protection Agency regulations (contracts in excess of \$100,000);
- Access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions;
- Retention of all required records for three years after all final payments are made and all other pending matters are closed; and
- Retention of all required records for three years after Grantee makes final payments and all other pending matters are closed.

## E. SELECTING A CONTRACTOR

Each proposal or bid should be evaluated to determine the proposal that will best meet the project's needs. The following are some criteria that should be included in the evaluation:

- Does the bidder understand the project's stated problems or needs?
- Is the approach to the problem or need reasonable and feasible?
- Does the bidder have the organizational, financial solvency, resources, and experience to perform the assignment? Has the bidder had experience in similar areas?
- What are the professional qualifications of the personnel committed to the contract?





- Is the bidder on the federal suspension and debarment list?
- What is the total cost?

#### F. INDEPENDENT CONTRACTOR/CONSULTANT

Consultant services are either provided on a contractual or salary basis by individuals or organizations that are not employees of the project. Services provided by a salaried employee of an agency identified in an Operational Agreement (OA) are not considered consultant services. Independent contractors must not be used in lieu of employees. If the contract is \$5,000 or over, the project must hire the independent contractor through Competitive Bid or submit a Non-Competitive Bid (NCB) request to BSCC for prior approval. If the contract is less than \$5,000, the project must maintain documentation for justification of the NCB contract.

Independent contractors are defined as individuals or organizations that meet any of the following criteria:

- Produce a specific product or service;
- Work independently without direct supervision from the project;
- Work on specific projects;
- Provide services for a limited number of hours or period of time; and/or
- Have no agency management or oversight responsibilities that are directed toward the financial success or direction of the agency.

There must be a signed, written agreement between the organization and independent contractor specifying the contract period, compensation rate, duties or obligations, and any other conditions of employment. For more guidance, see California Department of General Services, State Contracting Manual Vol. 1 (April 2015) available at <http://www.dgs.ca.gov/ols/Resources/StateContractManual.aspx>.

#### G. RATES

The rate is to be negotiated by the Grantee in accordance with the agency's consultant hiring policies. The rate is the total amount payable including any and all benefit.

Grantee must ensure that the per-day rate (excluding travel and per diem cost) paid to independent contractors is reasonable. An eight-hour day may include preparation, evaluation and travel time in addition to the time required for actual performance.

##### 1. Exception to Rates

Compensation for independent contractors employed by state and local governments will be allowed when the unit of government will not provide their services without costs. In these cases, the rate of compensation is not to exceed the daily salary rate paid by the unit of government.

##### 2. Expert Witness Fees

Prosecution or criminal defense projects, routinely using "expert witnesses" as independent contractors to conduct evaluations and provide expert testimony in the courtroom. These kinds of projects may only charge for costs above that which the county is required to cover. The total amount budgeted for expert witness fees must not exceed ten percent (10%) of the project's total budget.

Written justification for proposed expert witness cost must accompany a modification if not previously approved in the Grant Award. The justification must include the following:

- Qualifications, training, and experience of the expert(s), including a statement regarding recognition by the court of the individual as an expert;





- Specialized certification/license [e.g., Masters in Social Work (MSW), Licensed Clinical Social Worker (LCSW), Marriage, Family and Child Counselor (MFCC), Medical Doctor (MD)];
- Rate of pay per hour, including documentation of a survey of the availability of similar consultants, the current "going rate," the proposed rate of pay, as well as a cost breakdown if the expert is paid according to services (e.g., mileage, waiting time, court testimony);
- Proposed services to be provided (e.g., analysis of forensic evidence, psychological evaluation); and
- Reason why this cost cannot be paid with county or other funds.

#### H. CONTRACT LIMITATIONS

Specific provisions for contracting with individuals, other government units, and non-government organizations are as follows:

- Organizations funded by BSCC shall comply with IRS requirements related to consultants;
- Public officers or employees of a state or local government entity cannot be individual contractors if they engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any state, local agency, or department;
- Travel and per diem costs must be in conformance with project policies;
- Preparation and travel time may not be included without adequate written justification; and
- Equipment purchase and/or leases may not be included in consultant contracts.

#### I. CONTRACT PROVISIONS

Consultant contracts must adhere to, but are not limited to the following:

- Applicable requirements of the terms of the program must be incorporated into all consultant contracts;
- The project must require source documentation of consultants that supports contract billings. Time and attendance reports must support hours charged. Travel vouchers detailing the purpose, time, and destination must support travel claims. Purchase orders, invoices, etc., must support operating expense claims. These requirements do not apply to fixed fee contracts;
- Compensation, travel, and per diem rates must be specified in the consultant's contract and must comply with those of the project or be more restrictive;
- Performance must be measurable. Objectives and timetables must be clearly stated. Progress reports must be required, at least quarterly, to ensure services are provided in compliance with the contract;
- Dual compensation (i.e., payment to a party more than once for the same work) must be specifically excluded; and
- Settlement of disputes between the project and the consultant is the responsibility of the project. BSCC is not responsible or obligated to or for the consultant and will not intervene in disputes between the consultant and the project.

#### J. DRUG-FREE WORKPLACE CERTIFICATION REQUIREMENTS

It is the Grantee's responsibility to ensure that all subcontractors paid by BSCC grant funds must comply with the provisions of Section 3.E. The subcontractors must notify their employees that they are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession or use of controlled substances.



## 8. OPERATIONAL AGREEMENTS

**Definition:** An Operational Agreement (OA) is a formal agreement between an implementing agency and one or more partner agencies. It is also referred to as a Memorandum of Understanding (MOU) or Letter of Intent. An OA or MOU is not a contract for goods and/or services because partner agencies are active participants in the implementation of the project.

### A. ESTABLISHING OPERATIONAL AGREEMENTS

An OA or MOU may be required by the terms of the program. Grantees should refer to the terms of the applicable RFA or RFP for instruction. Unlike the procurement process, Implementing Agencies are not required to use a competitive bid process to select partner agencies for an OA. Implementing Agencies are expected to select partner agencies that are the best equipped to support the implementation of the project. However, partner agencies must be units of government or non-profit organizations.

### B. ELEMENTS OF AN OPERATIONAL AGREEMENT

The sample OA form provided in the RFP or RFA may be used as a reference. The following elements must be included in the OA:

- Name of the Implementing Agency and the partner agency in the OA;
- Titles and contact information for the primary contacts for each partner;
- Time frame;
- Roles and responsibilities of the Implementing agency and each partner agency.
- Specific information concerning all fiscal transfers. The OA must include the total amount of grant funds that will be transferred to each partner agency, the process for transferring such funds, the use of such funds, and any match provided by the partner agency. Any funds included in the OA must be clearly designated in the Grant Award budget;
- Specific information concerning all non-fiscal resources shared between the Implementing Agency and a partner agency. This includes shared equipment, staff time, office space, or other resources contributing to the implementation of the project;
- Reporting requirements to collect information necessary from each partner agency to meet BSCC reporting requirements; and
- Dated signatures of the chief executives or designees of the Implementing Agency and each partner agency.

### C. REQUIREMENTS OF PARTNER AGENCIES

Grantees must ensure that partner agencies that receive grant funds comply with all applicable the terms of the program and this Guide on the use of grant funds.

## 9. PUBLICATIONS: MULTI-MEDIA MATERIALS, COPYRIGHTS AND PATENTS

### A. DEFINITION

The term "publications" includes brochures, posters, videotapes, DVD/CDs, or other multi-media materials. It does not include transient information published solely on a project's web site.

### B. BSCC REVIEW

Where activities supported in part or in whole with BSCC grant funds produce original publications, the Grantee must notify BSCC 60 calendar days in advance of any intended publication. This notification must be in addition to the Grant Application and subsequent award. Upon request from BSCC, the project must submit a request for approval for the materials to be published.





In response, BSCC may request to review the publication. The project may not publish the material until BSCC provides final written approval. If BSCC approves the material, the Grantee must furnish BSCC with two (2) copies of the final product within 30 calendar days of publication.

#### **C. INCOME RESULTING FROM SALE OR DISTRIBUTION**

As long as BSCC maintains ownership of the publication, any income resulting from the sale or distribution of publications produced in part or in whole by BSCC grant funds is considered project income and is subject to the provisions of Section 13.

After disposition and transfer of title, no report of income generated by the publication will be necessary unless otherwise required by BSCC.

BSCC reserves the right to retain ownership and require additional reporting of generated income beyond the Grant Award period or cycle on exceptional publications as deemed necessary.

#### **D. TRANSFER OF PUBLICATION TITLE**

After the completion of the Grant Award period or funding cycle (whichever is later), transfer of title and/or copyright may be approved by the BSCC upon certification that any profits derived from or generated by the publication will be used for criminal justice related activities, or to further the original intent of the grant project. In determining whether or not to approve transfer of title, the BSCC will consider programmatic and fiscal performance conditions, the potential for project income, the applicability, and cost to the field in general.

#### **E. CREDITS AND DISCLAIMERS**

Publications produced in part or in whole with grant funds may require the following credit reference:

"This publication was financially assisted by the Board of State and Community Corrections (BSCC)."

Publications produced in part or in whole with state or federal funds will require the following credit reference:

"This project/publication was supported by funding awarded by (state/federal grant fund) (grant number) through the Board of State and Community Corrections (BSCC)."

BSCC may also require that the publication include the following disclaimer statement:

"The opinions, findings, and conclusions in this publication are those of the author and not necessarily those of the BSCC. The BSCC reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use these materials and to authorize others to do so."

The BSCC reserves the right to require additional information in the publication. These statements must be placed in a visible location at the beginning and/or end of the published materials. Projects producing publications should consult their assigned BSCC Program Analyst to coordinate the appropriate credit reference.

#### **F. COPYRIGHTS AND RIGHTS IN DATA**

All activities supported under the Grant Award Agreement are considered "work made for hire" as defined under Title 17 USC Section 101, and shall include, but are not limited to, publications, original computer programs, writings, sound recordings, pictorial reproductions, drawings or other geographical representations and works of any similar nature. With regard to any "work made for hire," the BSCC owns all rights comprised in the copyright, and therefore the BSCC reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.



#### G. PATENTS

If any discovery or invention arises or is developed in the course of, or as a result of, work performed, in whole or in part, with BSCC grant funds, credit of the discovery or invention must be given to the BSCC as provided in subsection E. Determination of rights to inventions or discoveries shall be made by the BSCC, or its duly authorized representative, who shall have the sole and exclusive power to determine whether or not and where a patent application should be filed, and to determine the disposition of all rights to such inventions or discoveries, including title to and license rights under any patent application or patent which may be issued.

In all cases, the BSCC shall acquire at least an irrevocable, nonexclusive, and royalty-free license to practice and have practiced anywhere without limitation, for governmental purposes, any invention made with the BSCC grant funds.

### 10. GRANTEE FINANCIAL INVOICES

Generally, disbursement of grant funds occurs on a reimbursement basis for actual program costs incurred during a reporting period. Depending on the requirements of the grant program, invoices are submitted on a quarterly or monthly basis. Some state funded grants allow advance payments. Grantees should check their Grant Agreement for invoicing requirements.

#### A. EXECUTION OF GRANT AGREEMENT

Grantees may invoice only after the Grant Agreement (contract) is fully executed. A fully executed contract meets the following conditions:

- The face page (Form Std. 213) has been signed by both the Grantee and the BSCC.
- All required attachments and appendices (per the RFP) are signed, approved, and on file at the BSCC.

When a fully executed contract is in place, Grantees may begin submitting invoices (BSCC Form 201) for actual costs incurred during the grant cycle. Costs incurred prior to the start date of the grant cycle (as listed on the face page of the contract) cannot be charged against the grant.

#### B. GUIDELINES AND REQUIREMENTS OF THE INVOICE PROCESS

##### 1. Disbursement of Funds

Disbursement of grant funds may occur only after:

- The Grant Agreement has been fully executed;
- The grant cycle has begun;
- The State Budget has been enacted and includes spending appropriation for the grant program (applies to state and federal grants); and
- The BSCC has received the appropriate form (Financial Invoice (BSCC Form 201 or Advance Payment Invoice (BSCC Form 201A)) requesting reimbursement or disbursement of funds.

Any variance from this procedure will be described in the grant agreement.

##### 2. Grantee Certification of Invoice

- Invoices must be submitted by the Project's Authorized Financial Officer (AFO). The AFO must certify that each invoice submitted to the BSCC is accurate and reflects actual expenditures incurred by the project.
- The person preparing the invoice and the person certifying the invoice cannot be the same person. Since the AFO must certify the invoice, someone other than the AFO must prepare the invoice.





- Failure to submit an accurate financial invoice in a timely manner may result in payments being withheld, delayed, or denied.
- For Grantees that received an advance payment, failure to submit an accurate financial invoice in a timely manner may result in the grantee being transitioned to a reimbursement model of payment. It may also result in payments being withheld, delayed, or denied.

### 3. Address for Receiving Payment

- All warrants will be mailed to the designated payment mailing address indicated on the Payee Data Record (Std. 204), Applicant Information Form of the RFP and under Project Officials in the Grant Agreement.
- If the designated payment mailing address changes, notify the BSCC immediately. The BSCC must have an approved address change on file before warrants will be mailed to the new address.

### 4. General Requirements for the Financial Invoice (BSCC Form 201)

- Grantees must submit a Financial Invoice by the due date listed in the Grant Agreement for each reporting period of the grant cycle, regardless of whether funds are used or requested.
- The Grantee must expend or be obligated to expend funds before claiming an expenditure on the Financial Invoice.
- Grantees may only claim expenditures or encumbrances on a financial invoice that were incurred between the start date of the grant cycle and the end date of the current reporting period.
- Grantee understands any overpayment of funds will be deducted from current or future invoices. If overpayment exists at the end of the grant, grantee shall reimburse the BSCC.
- BSCC Form 201 will not allow over expending in any line item. If funds need to be moved from one-line item to another, the grantee must submit a modification request (See Section 14, Amendments, Changes, and Modifications) and the request must be approved by the BSCC.
- Double billing - projects are prohibited from billing other federal, state, or local agencies for goods and/or services that have been billed and/or reimbursed to the project by the BSCC
- Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose.
- Any other requirements will be included in the Grant Agreement.

### 5. Use of Funds, Encumbrances, and Liquidation

#### a) Authorized Use of Grant Funds

Grant funds (and contributed match) may only be used for the purpose(s) authorized in the Grant Award and must be accounted for as specified in the Grant Agreement and in this Guide.

The grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures and eligible project costs.

#### b) Definition of an Encumbrance

In general, an encumbrance occurs when funds are set aside to pay for an expense. It is an accounting transaction, which should be recorded appropriately. The funds are committed to a specific use and are no longer available for other expenditures.



Since the goods or services have not been received, the project legally owes nothing to the vendor or supplier.

An encumbrance is defined by the following three characteristics:

- The expenditure is approved in the original budget or subsequent approved modification of the original budget;
- A formal written order or request (i.e., requisition) is approved by the Project Director or designated official prior to the end of the grant cycle; and
- A purchase order/contract has been submitted to the vendor or supplier of goods or services.

c) Liquidation Period

The BSCC has a liquidation period (generally 90-calendar days) immediately following the end of the grant cycle. This liquidation period exists to allow the BSCC time to reconcile grantee expenditures and encumbrances. The Grantee may not incur or claim any new expenses or obligations after the end date of the grant cycle or during the liquidation period. All services and deliverables must occur before the end date of the grant project cycle as listed in the Grant Agreement.

d) Final Financial Invoice

The BSCC will use the final Financial Invoice during the liquidation period to reconcile all expenditures. All final expenditures must be claimed and submitted to the BSCC by the last invoice due date listed in the Grant Agreement. In order for expenditures to be claimed on the final invoice, these expenditures must have: (1) met the definition of an expenditure or encumbrance and (2) been financed by an encumbrance recorded prior to the end of the grant cycle (recorded = formal entry in accounting records).

C. ADVANCE PAYMENT GRANTS

The BSCC may provide advance payment of grant funds under certain programs. If advance payment is allowed, the BSCC will disburse funds based on a prescribed schedule as defined in the RFP and Grant Agreement.

1. Accounting and Interest

- a) The grantee shall agree to deposit advanced grant funds into a banking account established by the grantee. Grant funds must be clearly differentiated from any other funds within the banking account and tracking of the grant funds, separate and apart from any other funds in the account, must be readily available.
- b) Any interest earned on the account must be reported on the Financial Invoice.
- c) Earned interest is project income. It may only be used for allowable expenses during the grant period. Prior to spending project income, grantees must complete an Income Allocation Modification before expending any earned interest.

2. Invoicing Requirements

- a) Grantees receiving advance payments are required to follow all the requirements and guidelines listed above in B. Guidelines and Requirements of the Invoice Process plus any additional requirements listed in the Grant Agreement.
- b) Grantees must submit an invoice for each reporting period by the due dates prescribed in the Grant Agreement, whether or not funds were expended.
- c) Any unspent funds at the end of the grant period must be returned to the BSCC within 120 days





#### D. LOCATING, DOWNLOADING, AND SUBMITTING THE FINANCIAL INVOICE

##### 1. Where to Find the Financial Invoice (BSCC Form 201)

The Financial Invoice form is part of the Invoice Workbook, an Excel workbook used to track all elements of the grantee budget throughout the grant cycle, including advance payments, invoices, budget modifications, project income allocation, and changes to line-item narratives. Within the Invoice Workbook there is a Financial Invoice (BSCC Form 201) worksheet for each invoice reporting period as listed in Exhibit B of the Grant Agreement.

##### 2. Where to Find the Invoice Workbook

Grantees can locate the Invoice Workbook for their grant on the BSCC website by clicking Grantee Invoicing under Quick Links on the Corrections Planning and Grant Programs (CPGP) Division page: [http://www.bsc.ca.gov/s\\_cpgpgrantinvoicing/](http://www.bsc.ca.gov/s_cpgpgrantinvoicing/). Grant programs are listed alphabetically. Links to the Invoice Workbooks are located under each grant program heading.

##### 3. Downloading and Saving the Invoice Workbook

The Invoice Workbooks are password protected. The password for the invoice will be provided to you by BSCC staff, as applicable.

Upon approval of each invoice the BSCC analyst assigned to your grant program will update and upload the current Invoice Workbook to the Grantee Invoicing page before the next reporting period. Prior to submitting an invoice, grantees should ensure they have downloaded the workbook with the most current budget information. If the most current invoice workbook has not been uploaded contact the BSCC analyst assigned to your grant program.

**Important note:** do not work in the invoice workbook in a web browser. Always download and save the invoice workbook to a local computer *before* making any changes. Detailed instructions for downloading are located on the instruction tab of the invoice workbook.

##### 4. Submitting the Financial Invoice

Detailed instructions for completing and submitting the financial invoice (BSCC Form 201) are located on the INSTRUCTIONS worksheet in the invoice workbook. Note: It is helpful to print the instruction page for reference before working in the invoice.

The Financial Invoice is set up for automated submission.

###### a) Enabling Macros

There are functions within the invoice workbook that require the use of macros. A macro is a series of commands and/or functions, such as calculations, that are embedded within the Excel file. In most cases, Excel will prompt the user to enable macros. When this prompt appears, click "enable."

Note: enabling macros for the invoice workbook will not compromise the security of the local system or the security of the agency's network. If the prompt to enable macros does not appear, contact your IT department to assist.

###### b) Microsoft Outlook

The invoice submittal process relies on the configuration of Microsoft Outlook on a local computer. If Microsoft Outlook is not available on the computer on which you are working, contact the assigned CPGP Program Analyst for technical assistance.

If you need further assistance with the invoice process, including technical assistance, contact the CPGP Program Analyst assigned to your grant program.



## 11. ACCOUNTING SYSTEMS

The project must establish and maintain an adequate accounting and internal administrative control system. The Grantee is required to establish and maintain an accounting system that at a minimum includes the general ledger accounting structure, subsidiary accounting records, and procedures that define how and by whom the funds are handled. The accounting records must identify the receipt and the expenditure of all BSCC funds.

Overall, the accounting system should conform to Generally Accepted Accounting Principles (GAAP) as required in Title 2 of the Code of Federal Regulations, Grants and Agreements.

The accounting system must fully record the amount and disposition of all project funds.

Accounting records must show receipt of funds and expenditures by source (e.g., federal, state, or local).

Match funds and related expenditures must be identified in the accounting records (i.e., general ledger) and reported on the Financial Invoice (Form BSCC 201).

A fund accounting system must be maintained that ensures all BSCC income and expenditures are separately identifiable from non-BSCC funds.

Financial institutions used for the deposit of grant funds must be insured by the Federal Deposit Insurance Corporation (FDIC) or the Federal Savings and Loan Insurance Corporation (FSLIC).

Accounting systems for BSCC projects may be on a cash, accrual, or modified accrual basis. NOTE: Financial Invoice (BSCC Form 201) payment requests should be made only on a cash basis as specified in Section 11.

### A. CASH BASIS

Under a cash basis system, revenue is not recognized when it is earned, but rather only when the payment is received. Similarly, expenses are recognized when they are paid, not when they are incurred.

### B. ACCRUAL BASIS

Accrual basis revenue is recognized in the accounts when the transaction occurs (when earned), regardless of the period in which the related cash is collected. Expenses are recognized and matched with the revenue of the period to which it relates, regardless of when it is paid.

### C. MODIFIED ACCRUAL BASIS

Modified accrual basis is a compromise between the cash and accrual systems used by most governmental units. Revenues are recognized either when they are received in cash (e.g., licenses or fines) or when collection of the amounts can be reasonably estimated to be received in the near future (e.g., property taxes). Expenses are generally recognized in the period in which goods and services are received or a liability is incurred.

The accounting system must provide accurate and current financial reporting information. All accounting records and supporting documentation must maintain a clear audit trail.

The project must establish and maintain a system of internal accounting control adequate to safeguard grant assets, review the grant accounting and financial data for accuracy and reliability, and promote operational efficiency.

### D. GENERAL LEDGER ACCOUNT STRUCTURE

Expenditures of grant funds must be recorded in categories which parallel the Grant Award:

All general ledger account entries must be supported by the subsidiary records and the original source documentation. The format of the subsidiary records is determined by the project. The project must be able to show with documentation (i.e., work sheet) that general ledger entries can be traced (reconciled) to the Invoice (BSCC Form 201).





## 12. MATCH / LEVERAGE REQUIREMENTS

Matching is cost sharing. Specifically, it means the portion of a grant project's costs not covered by the awarded grant or same funding source. There are many types of match requirements, which vary across different agencies and grant awards. The required match is specified in the terms of the grant's RFP and Grant Agreement. Grantees are responsible for reading and understanding the specific, applicable match requirement. Match can also be referenced as leveraged funds.

### A. CASH MATCH

Cash match, also known as hard match, is income from a source other than grant funds that is budgeted for the project by the Grantee. When used to augment the project, cash expenditures for items such as personnel, facilities, and supplies may be considered cash match, if not in violation of the prohibition on supplanting. Grantees must maintain documentation to support the claimed cash match.

### B. IN-KIND MATCH

In-kind match, also known as soft match, is the project's contribution of non-cash outlay of materials or resources to support a percentage of the BSCC's Grant Award activities. It may include non-cash outlay contributed by other public agencies and institutions, private organizations, and individuals. Examples include donated office supplies, equipment, professional services, and volunteer time. In general, the value of in-kind contributions is determined by fair market value. Grantees must maintain documentation to support the claimed in-kind match.

When the terms of the grant's RFP and Grant Agreement allow for the use of volunteer services as in-kind contributions, additional measures should be followed to document the value of such services. Grantees should document actual time worked by using a time reporting system such as sign-in and sign-out sheets which are completed by the volunteer and contain the signed approval by the supervisor.

Another method is to use the volunteer staff schedule. Volunteer staff initial and indicate the days/hours worked and the supervisor signs and dates the schedules to indicate approval.

Grantees must maintain documentation to support the claimed hourly salary rate of the volunteer services. The rate claimed should be comparable to the rates for paid employees performing similar duties. Published rates will not be allowed unless Grantees can provide evidence that the rates are comparable.

The documentation should include duty statements for the volunteer positions and the comparable paid employee positions and information regarding the hourly salary rates paid to those particular employees. The hourly volunteer rates used, multiplied by the volunteer hours worked must total the dollar amount of the in-kind contributions. This calculation and the other referenced documentation should be maintained as part of the accounting records.

### C. MATCH DOCUMENTATION

The BSCC requires Grantees to adequately document that their projects have provided and properly valued their matching contributions the same way Grantees must document their use of grant funds

### D. MATCH CATEGORIES (ALLOWABLE / NON-ALLOWABLE)

#### 1. Asset Forfeitures

Assets from federal or state forfeiture proceedings are an allowable match if permitted by the terms of the grant's RFP and Grant Agreement.



## 2. Matching State/Federal Funds with State/Federal Funds

State and/or federal funds can be used to match other state and/or federal funds only if all of the following conditions have been met:

- The project obtains written approval from BSCC, or the terms of the program allow this practice;
- The federal funding source does not prohibit this practice as stated in 2 CFR § 200.306; and
- The funds are to be used for grant activities and be necessary for the project's overall outcomes.

## E. OVER MATCH

Unless otherwise specified, Grantees should not commit to a match percentage greater than the match percentage required in the RFP. After a Grantee's proposed budget is approved, it becomes part of the Grant Agreement and as such is subject to all programmatic requirements, restrictions, and audit requirements. After the Grant Agreement is executed, the committed match percentage cannot be reduced.

## F. TERMINATION OF THE GRANT AGREEMENT

If the Grantee fails to meet the match requirement or the amount committed by the Grantee for the grant, BSCC may withhold grant funds and/or terminate the Grant Award. Please see BSCC Grant Administration Guide – Section 19. Withholding or Disallowance of Grant Funds.

## G. CALCULATING THE MATCH REQUIREMENT

The Match Requirement is calculated by two methods. The amount may be based either on the total project cost or on the percent of grant funds allocated to the project. The terms of the program or its authorizing legislation will specify which method will be used. If this is not the case, the match must be calculated using the total project cost method.

### 1. Match Based on Total Project Cost

To calculate the match requirement, subtract the required match percent from 100 percent (100%), divide the Grant Award amount by this difference to determine the total project cost, and then subtract the Grant Award amount (the BSCC allocation) to determine the match amount. The following example below demonstrates how to calculate the amount of a ten percent match (10%) on a \$50,000 allocation, based on Total Project Cost.

#### Example 1

Grant Award Amount	=	\$50,000
Divide \$50,000 by .9 (100 minus 10 = 90)	=	\$55,555 (Total Project Cost)
Subtract Grant Award Amount	=	\$50,000 (90%)
Required Match	=	\$5,555 (10%)

### 2. Match Based on Percent of Funds Allocated

To calculate the match requirement, multiply the Grant Award amount (the BSCC allocation) by the required match percent. The example below demonstrates how to calculate the amount of a ten percent (10%) match on a \$50,000 allocation, based on percent of funds allocated.



**Example 2**

Grant Award Amount	=	\$50,000
Percent of Cash Match	=	10%
Multiply \$50,000 by .10	=	\$5,000 (Amount of match)

**H. CHANGING THE TYPE OF MATCH**

If the terms of the grant program allow for different types of match to be used, Grantees are allowed to change the type of match or leveraged funds included in the Grant Agreement once the grant budget has been approved. However, a Grantee must request the change by submitting the following forms to the BSCC:

- A completed Modification Request (BSCC Form 223.1) indicating any applicable changes in the budget categories and a written narrative describing the changes to the type of match and justification for the changes. Revised RFP budget pages may also be required.

Note: Match amounts must be separately identified on the budget pages.

**I. REPORTING**

Reporting of expenditure of match contributions need not be made in exact proportion to the expenditure of grant funds. However, the full match contribution must be committed on Grantee invoices before the grant expires or is terminated in order to receive all funds expended.

Cash and in-kind amounts must be reported on the Grantee Invoice (BSCC Form 201), as the contributions to the project occur. The percentage of match contributions reported may vary from the budgeted match percentage. If the Grantee does not contribute the required or committed match by the end of the grant, the BSCC will invoice or withhold the Grantee for grant funds paid prior to the Grantee not meeting their match obligation.

Match Funds and related contributions reported on the Grantee Invoice must be identified in the accounting records (e.g., general ledger).

Example 3 below demonstrates how the Grantee would be invoiced, or payment withheld, on the Grantee's final invoice if the Grantee did not contribute the required match by the end of the grant.

**Example 3**

Budgeted Grant Funds	\$500,000	Actual Grant Expenditures at end of Grant Cycle	\$425,000
Match Requirement	x 10%	Match Requirement	x 10%
Required Match based on Budgeted Grant Funds	\$50,000	Required Match based on Actual Expenditures	\$42,500
Actual Match Reported at end of Grant Cycle			\$38,000
Maximum Grant Funds Allowable based on Actual Match Reported (\$38,000 / 10% required match)			\$380,000
Amount to be Withheld or Returned to BSCC = Actual Grant Expenditures minus Maximum Grant Funds Allowable or \$425,000 - \$380,000			\$45,000



#### J. REPORTING MATCH CONTRIBUTIONS FOR ADVANCED PAYMENT GRANTS

For grants that use the advanced payment option as outlined in the RFP, all Grantee obligations, including match, should be met prior to the release of any subsequent advance payments

### 13. PROJECT AND OTHER INCOME

**Project Income Generated by the Use of State and/or Federal Funds:** Any income you make from your award is considered project income. You can use project income to advance your program objectives or refund the income back to BSCC. Project income must be reported on the Financial Invoice (BSCC Form 201) in the box titled Project Income.

Types of project income may include the following:

- Client fees;
- Interest earned on advance payment of grant funds;
- Interest earned on generated income;
- Registration fees;
- Sale of publications, videos, and other project-generated materials; and
- Asset seizures and forfeitures.

However, donations should not be considered project income. Grant funds cannot be used for organized fundraising.

Project income cannot be used to satisfy the match requirement unless specifically allowed in the terms of the program.

#### A. RECORDS OF RECEIPT AND DISPOSITION OF PROJECT INCOME

Records of receipt and disposition of project income must be maintained in the same manner as required for grant funds. When project income is reported on the Financial Invoice (BSCC Form 201), the grantee must then provide an explanation on the Modification Request (BSCC Form 223.1 located within the Invoice Workbook). The grantee will indicate how the income was earned and propose how it will be reallocated. If the proposal later changes, a separate modification request must be submitted. Unless additional restrictions on the disposition of project income are contained in the terms of the program, project income must be:

- Used by the project for a purpose that furthers the objectives of the project for which the grant was made, such as expanding the project, continuing the project, and obtaining equipment or other assets needed for the project; or
- Returned to BSCC.

#### B. INCOME EARNED BUT NOT USED DURING THE PROJECT

Unless otherwise stipulated in the award, any project income earned during the performance period but not used for the project must be refunded to the BSCC. The proportion that is refunded pertains to the ratio of federal/state funds participation as funded in the project. For example, if seventy-five percent (75%) of the grant is federal/state funds and the other twenty-five percent (25%) is from the Grantee, then seventy-five percent (75%) of the project income left at the end of the grant cycle must be refunded to BSCC and the Grantee retains the other twenty-five percent (25%). The BSCC will refund the project income to the appropriate state/federal agencies.

#### C. INTEREST INCOME

Interest income is defined as income earned on advances of grant funds. Interest income must be reported at the end of the funding year. The form and a check for the amount of interest income to be refunded should be attached to the final Invoice (BSCC Form 201). This does not apply to





state agencies, including state institutions of higher education, state hospitals, or if otherwise specified in the terms of the program.

#### **D. OTHER INCOME**

In rare cases, a Grantee may receive a refund due to an over-estimate of the employer's contribution to the Public Employees Retirement System (PERS), and the contribution has been charged to a grant as an employee benefit cost. If the overpayment refund is received within the grant's funding cycle (even if the Grant Award period has ended), the Grantee may claim the refund as project income.

#### **E. REQUESTING APPROVAL**

Prior approval from BSCC is required for the use of project income. Grantees must submit in writing how the income was earned and how the project income will be used as directed in section A above. The program income must be used for the purposes and under the conditions of the RFP, Grant Agreement, or terms listed in the federal or state award.

### **14. AMENDMENTS, CHANGES, AND MODIFICATIONS**

#### **A. AMENDING THE GRANT AWARD**

##### **1. Definition of an Amendment**

Amendments are changes to the Grant Agreement. Amendments are required in order to:

- Change the approved grant cycle, usually by extending the end date of the grant agreement;
- Change the Grant Award amount (increase or decrease);
- Change the Grantee name;

The BSCC may require an amendment for a change not listed above. All amendments to Grant Agreements must be approved by the BSCC in writing.

##### **2. Amending a Grant Agreement – General Requirements**

A Grant Agreement Amendment (Form Std. 213A) and all applicable attachments must be completed by the BSCC, approved by both parties, and fully executed by obtaining original signatures from the person designated by the Grantee's governing board and the authorized representative of the BSCC.

All amendments must be fully executed before the expiration of the grant agreement or end of the grant cycle.

If the written authorization from the governing board for the original Grant Agreement does not authorize amendments to the grant award, a new written authorization from the governing board must be obtained and made available for review upon request.

##### **3. No-Cost Extensions**

Grantees are required to complete their grant projects within the grant term listed in the Grant Agreement. If deemed necessary, no-cost extensions may be offered at the discretion of the BSCC.

A no-cost extension extends the grant cycle beyond the original project end date. As the phrase "no cost" suggests, no additional funding will be provided. The BSCC must obtain approval from its Board at a noticed board meeting before offering no-cost extensions to grantees, and all of the following conditions must apply:

- There is a programmatic need to continue the project,



- There are sufficient funds remaining to cover the extended effort, and
- The funding source (e.g., state budget appropriation, federal budget appropriation, and/or terms and conditions of federal grants) allows for the continued expenditure of funds.

No-cost extensions require the execution of a formal Grant Agreement Amendment (Form Std. 213A). The BSCC may also require additional documentation.

#### 4. Amendments to Increase or Decrease the Grant Award

Increases (augmentations) or decreases to the dollar amount of an award are initiated and approved by the BSCC.

Before initiating an increase to the award amount, the BSCC will consider:

- Availability of funds; and
- Programmatic and/or State need.

Before initiating a decrease to the award amount, the BSCC will consider:

- Failure to comply with grant requirements;
- Failure to meet program objectives and/or service goals; and
- Availability of funds.

Grantees will be notified by the BSCC in writing if the BSCC deems it necessary to change the grant award amount for any reason.

All increases and decreases to grant award amounts require the execution of a formal Grant Agreement Amendment (Form Std. 213A), which is initiated by the BSCC but must be signed by the Grantee. In addition:

- Grantees must submit a Budget Modification Request (BSCC Form 223.1).
- Grantees must submit revised budget narrative pages.
- The BSCC may require additional documentation.

### B. OTHER CHANGES / MODIFICATIONS TO THE GRANT PROJECT

#### 1. Non-Substantive Changes

These are minor changes to a grant project, that do not affect the scope or objectives of a project and do not require amending the grant agreement. They may include but are not limited to:

- Modifications to the grant budget (Form 223.1 required)
- Change in key personnel
- Change in project activities, that do not affect stated goals or objectives
- Changes in operational agreements
- Changes to either physical or mailing address

Grantees must obtain approval from the BSCC before making any changes to their grant project. If you have questions, contact the Field Representative assigned to your grant.

#### 2. Substantive Program Modifications

Substantive program modifications that affect the project scope, objectives, or specific program components are generally not allowed.

Substantive program modifications:

- Are not permissible for statutorily required program objectives;



- Must be discussed, prior to submission, with your designated BSCC Field Representative.
- Require a detailed narrative to explain why the change is necessary and what the outcome will be if the modification is not approved.
- Must be submitted to the BSCC by the Project Director.
- Must show that the need to modify arose out of circumstances beyond the project's control, including but not limited to:
  - Delays caused by acts of legislative or judicial bodies;
  - A strike which affects the performance of the project; or
  - Natural disasters affecting project performance.
- Must be approved by the BSCC in writing prior to the implementation of changes.

#### C. MODIFICATIONS TO THE GRANT BUDGET

A modification to the grant budget is any change to the approved budget that:

- Modifies narrative details within a budget line-item or category but does not change any budgeted dollar amounts.
- Modifies line-item dollar amounts by moving funds from one line-item or budget category to another but does not change the total grant award.
- Allocates earned project income to support approved, existing project activities.

With the exception of a project income allocation request, budget modifications that would cause the project to exceed the amount of the grant award identified in the Grant Agreement are not allowed.

##### 1. Prior Approval

All Modification Requests require prior approval from the designated BSCC Field Representative.

If prior approval is not obtained, the grant reimbursement may be reduced by the amount of the unauthorized expenditure(s). Unauthorized expenditures may also result in audit issues.

##### 2. Modification Request Procedures

Modification requests must be submitted on a Modification Request (BSCC Form 223.1) and approved before related expenditures are reported (or ordered, contracted for, etc.) on a Financial Invoice (BSCC Form 201). Revised budget narratives may be required for approval.

##### 3. Where to find the Modification Request (BSCC Form 223.1)

The Modification Request (BSCC Form 223.1) is located within the Invoice Workbook. Grantees can locate the Invoice Workbook for their grant on the BSCC website by clicking Grantee Invoicing under Quick Links on the Corrections Planning and Grant Programs (CPGP) Division page: [http://www.bsc.ca.gov/s\\_cp/grant/invoicing/](http://www.bsc.ca.gov/s_cp/grant/invoicing/). Grant programs are listed alphabetically. Links to the Invoice Workbooks are located under each grant program heading.

##### 4. Submitting the Modification Request (BSCC Form 223.1)

Detailed instructions for completing and submitting the Modification Request (BSCC Form 223.1) are located on the Instructions worksheet within the Grantee Invoice Workbook. Note: It is helpful to print the instruction page for reference before completing the Modification Request.

The Modification Request is set up for automated submission.





a) **Enabling Macros**

There are functions with the invoice workbook that require the use of macros. A macro is a series of commands and/or functions, such as calculations, that are embedded within the excel file. In most cases, Excel will prompt the user to enable macros. When this prompt appears, click "enable."

Note: enabling macros for the invoice workbook will not compromise the security of the local system or the security of the agency's network. If the prompt to enable macros does not appear, contact your IT department to assist.

b) **Microsoft Outlook**

The submittal process relies on the configuration of Microsoft Outlook on a local computer. If Microsoft Outlook is not available on the computer on which you are working, contact the assigned CPGP Program Analyst for technical assistance.

If you need further assistance with the modification process, including technical assistance, contact the BSCC Analyst assigned to your grant program.

## 15. GRANTEE PROJECT REPORTING

The BSCC is committed to measuring the results of grant programs by requiring the use of evaluation mechanisms, evaluation plans, progress reports, and final program evaluations.

Due dates and specific requirements for these reporting requirements may vary by grant program and funding source. Requirements are detailed in each grant RFP/RFA and in the grant contract. Grantee acknowledges awareness of and the responsibility to complying with reporting requirements by signing the grant award agreement.

### A. GUIDING PRINCIPLES - IMPLEMENTING EVIDENCE-BASED PRACTICES (EBP)

#### 1. EBP Basic Principles

EBP emphasizes measurable outcomes and ensures that services and resources are actually effective. EBP consists of three basic principles:

- Evidence that the intervention is likely to work, i.e., produce a desired benefit;
- Evidence that the intervention is being carried out as intended; and
- Evidence that allows an evaluation of whether the intervention worked.

#### 2. Embedding EBP into BSCC Grant Projects

Evidence-based practices with an emphasis on data-driven decision making are to be embedded in all BSCC grant projects whenever possible.

The principles of EBP call for an evaluation of all program activities in order to measure impact, i.e. outcomes. In addition, it is the responsibility of the BSCC to:

- Verify that grant money is well spent; and
- Use grant results to add to the body of knowledge regarding what works.

More information regarding EBP can be found on the BSCC website, [www.bscc.ca.gov](http://www.bscc.ca.gov).

### B. LOCAL EVALUATION PLAN

The purpose of the Local Evaluation Plan, or outline of the final project evaluation, is to ensure programs funded by the BSCC can be evaluated. Refer to the appropriate RFP/RFA for program specific requirements. At a minimum, local evaluation plans shall:

- Clearly state project goals and objectives;





- Describe project components, program activities, and evidence-based practices that will used;
- Provide information regarding process and outcome evaluations;
- Describe outcome variables that will be measured; and
- Describe the evaluation design or model that will be used to evaluate the effectiveness of the project component(s).

#### C. QUARTERLY PROGRESS REPORTS

Quarterly progress reports serve a vital function in the success of the grant program. They are necessary to:

- Document the project's progress toward meeting goals and objectives in accordance with the terms of the program;
- Provide a mechanism by which the Grantee can identify issues and need for technical assistance; and
- Provide the BSCC with updates on the process evaluation, as stated in the local evaluation plan.

Progress reporting periods and due dates are specified in the Exhibit A: Scope of Work of the program's grant contract. Failure to submit a report on time may result in the withholding or disallowance of grant payments, the reduction or termination of grant funds, and/or the denial of future grant funding.

Grantees must have the ability to collect the specified program activity data (e.g. number of participants, events, etc.) and report it to the BSCC on quarterly progress reports during the term of the grant performance period.

The report form and instructions are available to grantees on the BSCC's website.

#### D. LOCAL EVALUATION REPORT

The purpose of the Local Evaluation Report is to determine whether the overall program (including each project component) was effective. Final reports vary by grant program, but at a minimum will:

- Include an Executive Summary
- Restate project goals and objectives
- Assess and document the effectiveness of the activities that were implemented within each individual project component, and as identified in the Local Evaluation Plan.
- Describe the evaluation design or model, as laid out in the local evaluation plan, including process and outcome variables;
- Provide in-depth discussions of the final outcomes of the program (for each individual project component), and include a determination of the degree of effectiveness and/or ineffectiveness; and
- Provide a conclusion.

#### E. SOURCE DOCUMENTATION

Funded projects are required to participate in data collection and submit all required reports. Grantees must keep accurate records as source documentation to support the information reported in the Progress Report.

Project records must be retained by the project for at least three years from the end of the grant award period. During programmatic monitoring and site visits, the BSCC will review these records for accuracy and compare that data to the progress reports submitted by the project.



Projects are to retain source documentation for progress reports on a quarterly basis, regardless of submission requirements. The progress reports provide project staff and BSCC with a formal process to document ongoing grant activities and project progress toward the achievement of stated program goals. All progress reports are reviewed by Program Specialists and retained in the project's award file at BSCC.

**Review of Records:** Acceptance of a grant obligates the project to allow employees and/or authorized representatives of the BSCC unrestricted access to inspect, copy, and audit all pertinent books, documents, papers, and records, including redacted confidential records.

## 16. AUDIT REQUIREMENTS AND AUDIT REPORTS

### A. GENERAL

Audits are conducted to determine the fiscal integrity of financial transactions and reports, as well as compliance with laws, regulations, and administrative requirements.

All BSCC grantees, federal and state funded, are subject to the audit requirements set forth in their grant agreement and are subject to conditions of fiscal, program, and general administration to which grantees expressly agree upon accepting a grant award and signing a grant agreement.

Grantees that expend \$750,000 or more in federal awards in a fiscal year must have a single or program specific audit. The Office of Management and Budget (OMB) Guidance for Grants & Agreements - 2 CFR §200.500 provides guidance on federal audit requirements, process and determining federal funds expended. A link is provided at the end of this section.

#### 1. Are You Subject to a Federal Audit?

Yes, if during a state fiscal year:

- 1) A grantee expends \$750,000 or more in federal awards - cumulative from all federal-funded sources - the grantee must have a single audit conducted for that year.
- 2) A grantee expends \$750,000 or more in federal awards under only one federal program (excludes Research and Development) and the federal statutes, regulations, terms and conditions do not require a financial statement audit, the grantee may elect to have a program-specific audit. (See OMB 2 CFR Part 200 §200.507 Program Specific Audits.)

No, if during a state fiscal year:

- 3) A grantee expends less than \$750,000 in federal awards - cumulative from all federal-funded sources - the grantee is exempt from the federal audit requirements for that year.
- 4) Your BSCC grant agreement is funded exclusively through state funds – no Federal funds.

#### 2. Are You Subject to a State Audit?

Refer to your Grant Agreement. You are subject to an audit for your state-funded grant award only when it is specifically set forth in the Grant Agreement.

#### 3. Are You Subject to a BSCC Audit?

Yes, all BSCC grantees are subject to a BSCC audit as stated in the Grant Agreement. The BSCC will let you know if it requires that you submit a BSCC Audit.

#### 4. Audits and Access to Records

The grantee agrees that the BSCC, the U.S. Federal Government, the California State Auditor, the California Department of Finance – Office of State Audits & Evaluations, the California State Controller's Office, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the





grant agreement. Grantee agrees to maintain and provide access to such records for purposes of examination and audit for a period of three (3) years from the end of the grant agreement, unless a longer period of record retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees and subcontractors who might reasonably have information related to such records

## B. ADDITIONAL INFORMATION FOR FEDERAL AUDIT REQUIREMENTS

### 1. Audit Periods and Grant Cycles

The audit period is the period of time examined in the single or program specific audit. For most BSCC grants, the audit period is the state fiscal year, July 1 through June 30. For a multi-year grant, an audit is required for each grant year or performance period.

The grant cycle may differ from the audit period. For example, a grant may run in a calendar year while the single audit cycle runs on a fiscal year. The table below illustrates all audit reports and due dates for a two-year grant that runs calendar year.

Grant Cycle	January 1, 2020 through December 31, 2022			
Date Range	Applicable Single Audit Reports (SAR)		Due to SCO	Due to BSCC
1/1/20 - 6/30/20	SAR 1	Year Ended June 30, 2020	3/31/21	4/30/21
7/1/20 - 6/30/21	SAR 2	Year Ended June 30, 2021	3/31/22	4/30/22
7/1/21 - 6/30/22	SAR 3	Year Ended June 30, 2022	3/31/23	4/30/23
7/1/22 - 12/31/22	SAR 4	Year Ended June 30, 2023	3/31/24	4/30/24

### 2. Audit Costs

The costs of audits required by, and performed in accordance with, the Single Audit Act are allowable. If the costs are not already included in a grantee's indirect cost rate, then the cost should be prorated and charged to the grant as an administrative cost based on the ratio of all of the grantee's federal grants that are being audited for that same SAR.

Unless otherwise set forth in the grant agreement, grantees who are exempt from federal audit threshold requirement may not charge audit costs to the grant.

### 3. Submission of the Federal Audit Report

**Local government grantees:** Independent auditors prepare and file Single Audit reports on behalf of local governments to the California State Controller's Office (SCO) according to the State Administrative Manual (SAM) Section – 20070.

Got to [https://www.sco.ca.gov/aud\\_single\\_audits.html](https://www.sco.ca.gov/aud_single_audits.html) for more information on submission requirements to SCO.

**Non-governmental and Community Based Organization grantees:** Grantees who meet the Single Audit threshold are required to submit Single Audit Reporting package online to the Federal Audit Clearinghouse (FAC). To review the FAC submission requirements please visit: <https://harvester.census.gov/facweb/>.

**Due to BSCC:** Generally, grantees must provide electronic copies of audit reports to the BSCC within 30 days of the grantee's receipt of the audit report or by the due date listed in the grant agreement.



**Failure to submit an audit:** A grantee that willfully fails to submit an audit as required may be deemed ineligible for future BSCC grant funds pending compliance with the audit requirements of the grant in question.

#### 4. Grantee Responsibility for Subcontractors' Audit Requirements

When grantees make subawards to subcontractors:

- 1) the grantee is responsible for making sure that subcontractors comply with all audit requirements per 2 CFR §200.331(f).
- 2) If the subcontractor's agreement does not require an audit, or meet the Federal threshold, the grantee is still responsible for monitoring the subcontractor's activities to provide reasonable assurance that the subcontractor administers the Federal awards in compliance with the Federal conditions.

#### 5. BSCC Audit Review - Findings and Resolution

- 1) When an audit is required, BSCC staff reviews the audit report only for findings pertaining directly to the federal grant programs that the BSCC administers.
- 2) If there are no findings related to BSCC funded programs noted in the audit report, the official grant file is noted as compliant with the audit submission requirements for that year.
- 3) If findings are identified, the designated BSCC Field Representative will follow up with the grantee to determine an appropriate action plan to resolve any issues.
- 4) Upon resolution, the official grant file is noted as compliant with the audit submission requirements for that year.

#### 6. State Controller's Office Audit Findings and Resolution

The State Controller's Office (SCO):

- Follows up on general findings such as those relating to internal controls.
- Reviews and monitors the audit reports issued by external independent auditors and determines whether or not the audit reports conform to Government Auditing Standards.
- Distributes copies of audit report and corrective action plan to state entities affected by audit findings.
- Coordinates with the BSCC, when needed, to determine what follow up action is needed to close out any audit findings.

Go to [https://www.sco.ca.gov/aud\\_audit\\_finding\\_follow\\_up.html](https://www.sco.ca.gov/aud_audit_finding_follow_up.html) for more information on SCO's audit follow up process.

#### 7. The Single Audit / Program Specific Audit Process

The audit process encompasses:

- The examination of a grantee's financial records and statements;
- Federal award transactions and expenditures;
- The general management of the grantee's operations;
- The systems of internal control; and
- The financial assistance agreement received during the audit period.

An audit-reporting package includes:

- Financial statements
- A schedule of expenditure of federal funds,





- Auditor reports,
- A schedule of findings and questioned costs, and
- A corrective action plan, if applicable.

#### 8. Scope of Audit

The Single Audit is divided into two areas: compliance and financial. The compliance component of the Single Audit covers the study and understanding (planning stage) as well as the testing and evaluation (examination stage) of the grantee with respect to Federal award usage, operations, and compliance with laws and regulations. In the financial component of the audit, the auditor must determine whether the financial statements of the auditee are presented fairly in all material respects and in accordance with generally accepted accounting principles. See Section 2 CFR §200.514.

All audits performed shall be made by an independent auditor (i.e., qualified state or local government auditors or an independent public accountant licensed by the State of California). When obtaining audit services, the objective is to obtain high-quality audits as defined in Section 2 CFR §200.509.

#### 9. Audit Standards

The independent auditor must conduct the audit in accordance with the requirements in 2 CFR Part 200, Subpart F, the Generally Accepted Auditing Standards (GAGAS), and in 2 CFR §200.Appendix XI-Compliance Supplement.

#### 10. Audit Objectives

The audit objective is to review the grantee's accountability of funds and required non-Federal contributions to determine whether the grantee has done all of the following:

- Established an accounting system with adequate internal controls that provide full accountability for revenues, expenditures, assets, and liabilities;
- Prepared financial statements which are presented fairly and in accordance with generally accepted accounting principles (GAAP);
- Submitted financial reports (Federal Financial Reports, cash reports, and claims for advances and reimbursements) that contain accurate and reliable financial data and are presented in accordance with the terms of applicable agreements; and,
- Expended Federal funds in accordance with the terms of grant agreements and those provisions of Federal law or regulations that could have a material effect on the financial statements or on the awards tested.

#### 11. Audit Resources

Office of Management and Budget (OMB) Uniform Guidance Title 2, Code of Federal Regulations, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F – Audit Requirements is available at <http://www.ecfr.gov>

Department of Justice - December 2017 Financial Grant Guide Section 3.19 Audit Requirements is available at: <https://oip.gov/financialguide/doj/index.htm>

Governmental Auditing Standards Board (GASB) Codification of Governmental Accounting and Financial Reporting Standards is available at: <https://www.gasb.org>.

Generally Accepted Government Auditing Standards (GAGAS) – Yellow Book that provides a framework for conducting high quality audits. It is used by auditors of governmental



entities and entities that receive government awards. The Yellow Book is available at: <https://www.gao.gov/yellowbook>.

**Standards for Internal Controls in the Federal Government** also known as the Green Book sets standards for an effective internal control system for federal agencies. The Green Book is available at: <https://www.gao.gov/greenbook>.

**State Administrative Manual (SAM)** - Department of Finance, Sections 20000-20090 Auditing of State Agencies. The full manual is available at: <http://sam.dqs.ca.gov/>.

**State Controller's Office – Single Audits – Local Agencies.** This website contains information pertaining to single audit submissions and guidelines for audits of local government agencies and is available at: [https://www.sco.ca.gov/aud\\_single\\_audits.html](https://www.sco.ca.gov/aud_single_audits.html)

**State Controller's Office – Information on 2015 Internal Control Guidelines – California Local Agencies.** This guide is to assist local agencies to develop internal control guidelines to safeguard assets and prevent and detect financial errors and fraud. This guide is available at: [https://www.sco.ca.gov/pubs\\_guides.html](https://www.sco.ca.gov/pubs_guides.html).

**State Controller's Office – Accounting Standards and Procedures for Counties (ASP)** – March 2013 Edition. This manual is to ensure conformance to generally accepted accounting principles and to facilitate comparison and analysis of county financial reports on a statewide basis by minimizing differences between counties' philosophies, methods, and terminologies. This manual is available at: [https://www.sco.ca.gov/pubs\\_guides.html](https://www.sco.ca.gov/pubs_guides.html).

**American Institute of Certified Public Accountants (AICPA)** - The AICPA sets ethical standards for the profession and U.S. auditing standards for private companies, nonprofit organizations, federal, state and local governments. More information is available at: <https://www.aicpa.org>.

**Financial Accounting Standards Board (FASB)** the Financial Accounting Standards Board (FASB) is the independent, private-sector, not-for-profit organization that establishes financial accounting and reporting standards for public and private companies and not-for-profit organizations that follow Generally Accepted Accounting Principles (GAAP). More information is available at: <http://fasb.org/>.

## 17. GRANTEE MONITORING AND OVERSIGHT

The Board of State and Community Corrections (BSCC) Corrections Planning and Grant Programs (CPGP) Division provides a variety of oversight activities in grant administration in an effort to fulfill the administrative, fiduciary and programmatic contractual obligations and mandates of each grant funding stream, both federal and state monies. These activities include:

- Comprehensive Monitoring Visit (CMV)
- Initial Monitoring Visit
- Technical Assistance Monitoring Visit
- Compliance Improvement Plan (CIP) Follow-up Monitoring Visit
- Closeout Monitoring Visit
- Special Event - Monitoring

### A. COMPREHENSIVE MONITORING VISIT

#### Purpose

A Comprehensive Monitoring Visit (CMV) is an on-site assessment of the administrative, fiscal, and programmatic components of a BSCC-funded project. The resulting Comprehensive Monitoring Visit Report (CMVR) provides a detailed review of the project and identifies, in limited scope, areas in which the project is and is not in compliance with the terms of the program, laws,





and regulations. Each grant project will receive a CMV at least once during the applicable grant cycle.

#### **1. Comprehensive Monitoring Visit Procedures**

BSCC staff will contact the Project Director to set a mutually agreeable date for the CMV. A letter and/or email to the Project Director and Financial Officer will follow to confirm the CMV of the grant and time period to be monitored, and to document the agreed upon date of the monitoring visit. The individual(s) responsible for preparing the Invoice (BSCC Form 201), the progress report, and the oversight of grant-related activity should be available during the monitoring visit to answer questions.

The CMVR template and general monitoring expectations will be provided to the Grantee prior to the monitoring visit to assist the Grantee prepare.

The BSCC will review findings with the Grantee during the course of the monitoring, as well as at the end of the visit during an exit interview.

Exceptions to these standard procedures may occur on a case-by-case basis per assigned lead BSCC Field Representative.

#### **2. Comprehensive Monitoring Visit Requirements and Access to Records**

Projects are monitored for compliance with the applicable laws, regulations, policies and program requirements.

Acceptance of the Grant Agreement obligates the project to allow BSCC staff and/or its authorized representatives unrestricted access to all project books, documents, papers, and records, (including redacted confidential records) for inspection, copying, monitoring, and auditing. BSCC reserves the right to conduct unannounced monitoring visits.

#### **3. Scope of Monitoring**

The BSCC monitoring process complies with the intent of federal and state requirements. The process assesses programmatic, administrative, and fiscal components of the project. The review of fiscal components is not an audit and cannot be used to replace BSCC audit requirements.

#### **4. Comprehensive Monitoring Visit Report**

The CMVR is a useful tool that helps guide the Grantee in the successful implementation and maintenance of their project. The CMVR provides a summary of the areas reviewed and identifies whether or not those areas are in compliance with applicable requirements. The BSCC will provide the CMVR to the Grantee generally 60 to 90 days after completion of the monitoring. CMVRs with significant findings will be provided to the Grantee within 30 days. The Grantee should maintain the letter and report within the official grant file.

##### **a) No Findings Identified**

If no findings are identified in the monitoring report, the monitoring process is complete.

##### **b) Significant Findings Identified**

If significant findings are identified in the CMVR, the Grantee must submit a Compliance Improvement Plan (CIP) within 30 calendar days of the date of the receipt of the CMVR. CIP instructions and submission information will be provided by BSCC staff. Extensions may be granted by BSCC staff on a case-by-case basis.



**c) Compliance Improvement Plan (CIP)**

The Compliance Improvement Plan (CIP) is viewed by the BSCC as a constructive, strengthening process for Grantees. Generally, monitoring findings do not affect the Grantee's funding if a CIP is implemented.

The Grantee is responsible for developing a CIP to respond to the findings identified in the CMVR, including dates for implementation. Grantees may obtain the help of BSCC staff in CIP development. The plan must be implemented, and the deficiencies resolved in a reasonable timeframe from the CMVR date.

After BSCC verifies that all CIP activities have been implemented, a letter will be sent notifying the project that all required actions are completed. The Grantee should maintain the CIP letter and corresponding documentation on file within the official grant file.

**5. Corrective Action Process**

In a rare circumstance when a problem cannot be resolved thru a CIP process, the matter may be elevated to the BSCC's Executive Director for further disposition or Board review.

**6. Disputed Findings**

If the Grantee does not agree with any finding in the CMVR or believes a CIP is not required, then the CIP response provided by the Grantee shall include an explanation and specific reasons to support the Grantee's position that the findings are in error. BSCC staff will work with the Grantee to resolve the dispute.

**7. Sanctions**

If the project does not complete the required activities in the CIP, BSCC may take action as appropriate including, but not limited to:

- Withhold or reduce the amount of any payments requested by the project on an invoice (BSCC Form 201);
- Reduce the amount of the current Grant Agreement; or
- Terminate the current Grant Agreement, after providing 14 calendar days written notice to the project (unless BSCC determines that good cause exists to waive the 14 calendar day notice).

**B. COMPLIANCE IMPROVEMENT PLAN FOLLOW-UP MONITORING VISIT**

**Purpose**

The purpose of the Compliance Improvement Plan (CIP) Follow-up Monitoring Visit is to provide additional technical assistance and to verify implementation of the Plan. Typically, issues will be resolved via the CIP; however, the Program Lead may conduct an on-site visit, as needed.

As indicated above, after BSCC verifies that all CIP activities have been implemented, a letter will be sent notifying the project that all required actions are completed. The Grantee should maintain the letter within the official grant file.

**C. INITIAL MONITORING VISIT**

**Purpose**

The purpose of the Initial Monitoring Visit is to build relationships with the project staff, stakeholders/partners, and provide high-level evaluation of the project's infrastructure to include support areas such as

- Financial;
- Data;





- Referrals;
- Subcontracting; and
- Hiring.

Newly funded grant projects may receive an initial site visit prior to receiving a CMV, as determined by the BSCC staff and informed by the GPAT.

#### **D. TECHNICAL ASSISTANCE MONITORING VISIT**

##### **Purpose**

- A Technical Assistance Monitoring Visit is to make an on-site assessment of current project conditions, follow up on previous issues, respond to a Grantee request for a visit, and/or in response to complaints lodged. Technical Assistance Monitoring Visit activities may include, but not limited to, the following: Provide information that will assist the project in meeting program goals;
- Review project objectives to determine if they are achievable;
- Review project activities to determine if they will reasonably result in achievement of the objectives;
- Review the project's source documentation and data collection process;
- Review the project's Invoice (BSCC Form 201), to determine whether any adjustments are needed;
- Discuss the monitoring visit processes with project staff so they know what to expect during future visits;
- Review the progress reports to determine if they are complete and accurate; and
- Review terms of the program with the Grantee.

#### **E. CLOSEOUT MONITORING VISIT (AS NEEDED)**

##### **Purpose**

The purpose of an optional Closeout Monitoring Visit is to review outcomes and project achievements, conduct exit interviews, and assess sustainability. Often Closeout activities are performed via correspondence or telephone. In all cases, a Closeout Letter will be sent to the projects once all requirements have been met and subsequent to all payments to Grantees.

#### **F. SPECIAL EVENT – MONITORING**

##### **Purpose**

This "Monitoring" may include site visits at the request from the Grantee for special functions. These visits may include:

- Participant graduations;
- Award ceremonies;
- Press Conferences; or

#### **G. DESK REVIEWS – FISCAL OVERSIGHT**

The desk review is an assessment of the fiscal components of a grant project funded through a BSCC RFA or RFP process. Fiscal desk reviews are completed by CPGP Program Analysts. Upon completion of a fiscal desk review the Grantee will be provided with an email or letter informing them of the outcome. In the event a fiscal desk review identifies a concern the Field Representative and Manager will be informed and will provide direction for resolution. The record of each outcome will be filed in the grant project file.



### 1. Desk Review Frequency

Each grant project will receive multiple fiscal desk reviews during the grant cycle. At a minimum, two desk reviews per year will occur in the first 24-months of the grant cycle. A minimum of one desk review per year will occur in subsequent years as applicable. A fiscal desk review may be completed at any time at the request of a Field Representative or Management.

### 2. Components of a Fiscal Desk Review

#### a) Notification

Grantees will be notified by CPGP Program Analyst when they have been selected to receive a fiscal desk review. The notification will include forms and instructions regarding the documentation the Grantee must submit to substantiate the amounts claimed on a specified invoice, e.g., worksheets, invoices, receipts, and other related documents.

#### b) Analysis

Submitted documentation will be analyzed by program and fiscal staff to assess compliance with grant program requirements and other applicable standards.

#### c) Findings

- **No concerns identified:** a draft response is prepared by the CPGP Program Analyst and reviewed and approved by a Manager.
- **Concerns identified:** the CPGP Program Analyst informs the Field Representative and Manager. The Field Representative and Manager develop an initial response and direction for resolution.

#### d) Response

- **No concerns identified:** Grantee will receive the approved response and the grant file will be updated.
- **Concerns identified:** the CPGP Program Analyst will provide the Grantee with the initial response, and the CPGP Program Analyst and Manager will continue to track for resolution.

### 3. Fiscal Desk Review Findings

When concerns are identified the BSCC will work with the Grantee to reach resolution. The Grantee is responsible for resolving the issue but BSCC is available for technical assistance as needed. Generally, review findings do not affect the Grantee's funding if corrective action is implemented as agreed. However, failure to respond to the BSCC's request for resolution may result in disallowed cost, withholding of grant funds, or denial of subsequent grant awards.

### 4. Questioned or Disallowed Costs Identified in a Fiscal Desk Review

When costs are questioned or recommended for disallowance, and the Grantee cannot support the costs claimed through original source documents and general ledger entries, BSCC will provide an opportunity for the Grantee to substantiate the expenditure.

In cases where the expenditure cannot be substantiated, the BSCC will invoice for the disallowances and the Grantee will be required to return the funds. While the matter is under review, the BSCC may place a hold on grant funds.

### 5. Invoice for Repayment

The Grantee will be invoiced for costs disallowed by BSCC. The Grantee must pay the invoiced amount within 30 calendar days from the invoice date. If full payment of disallowed



costs causes an undue hardship to the project, the Grantee may submit a written request to the BSCC to pay under a specified payment schedule. The term of the payment schedule shall not exceed a 12-month period, unless otherwise authorized by the BSCC.

#### **6. Sanctions for Nonpayment**

If the Grantee does not comply or is delinquent in complying with the payment requirements imposed by BSCC, a hold may be placed on any funds due to the project and/or full amount of disallowed costs owed will be due and payable. BSCC may take additional action, as appropriate, including, but not limited to, denying future grants and reducing the amount of any payments requested by the project on an invoice.

### **18. RECORDS**

Agencies are required to maintain accurate, complete, orderly, and separate records for each BSCC-funded grant. All grant records and documents must be adequately protected from fire, theft or other damage or loss. If an agency does not store their records at the project's principal office, then the agency must maintain a written index of the records and ensure that the files can be readily accessed.

#### **A. AUDITS/MONITORING**

All project books, documents, papers, and records relating to the project must be accessible to the BSCC or its authorized representatives, and in the case of projects receiving federal funds, the Comptroller General of the United States (or authorized representatives), for inspection and audit.

#### **B. RETENTION AND REVIEW REQUIREMENT**

All grant records must be retained for three years from the end of the state and/or federal award period. Check your contract or contact your Program Analyst for your award end date. If the Grantee's source documentation records are retained in a database system, it must cover the entire grant cycle and be retrievable. If an audit, investigation, review, litigation, or any other action occurs during the Grantee's three-year retention period, the Grantee shall retain the records until the resolution of such process, or until the end of the three-year period, whichever is longer.

#### **C. DOCUMENTATION REQUIREMENTS**

##### **1. Fiscal**

The retention requirement extends to books of original entry, source documents, supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks, and related documents and records.

##### **2. Bank Statements and Reconciliation**

Each month the cash balance shown in the accounting records (e.g., general ledger and/or cash disbursements register) should be reconciled with the cash balance shown on the bank statement.

##### **3. General Ledger Account Entries**

All general ledger account entries for revenues and expenditures must be supported by subsidiary records, the original source documentation, canceled checks, and bank statements. If the bank does not return canceled checks, a check stub, or an electronic copy of the front and back of the cancelled check must be retained. Source documentation includes invoices, bills, and vouchers. The format of subsidiary records is determined by the project. Grantees must be able to trace the general ledger entries to the Invoice (BSCC Form 201). Grantees can use worksheets to document how expenditures are taken from the general ledger and recorded on the Invoice (BSCC Form 201).





#### 4. Duplicate Deposit Receipts

The Grantee must maintain copies of the deposit receipts. The receipts must show the source of the receipt (e.g., BSCC, county, city, United Way, donations) and filed with the applicable bank statement.

#### 5. Canceled Checks

Canceled checks are checks written by the Grantee for the project that have been processed by a bank. Each month canceled checks must be reconciled with the bank statements. If a bank does not return canceled checks, an electronic copy, or the check stub must be used.

#### 6. Vouchers

Vouchers include the following:

- Purchase orders;
- Receiving reports which show the items which are received from the vendor; and
- Vendor invoices. When invoices are paid, they must be marked as PAID with the check number to prevent the likelihood of paying the same invoice twice.

#### 7. Programmatic

The records retention requirement extends to supporting documentation, statistical records and all other records pertinent to Grant Awards or contracts under grant-funded projects. Grantees must retain source documents that substantiate information on required BSCC reports that include:

- Progress Reports;
- Grant Award Modifications (BSCC Form -223);
- Evaluation Data Reports; and
- Any other records the BSCC directs the project to maintain.

### D. PAYROLL RECORDS

#### 1. Functional Time Sheets

All grant-funded personnel who are directly charged to the grant (or listed as match) either in whole or in part must maintain time cards/sheets that: 1) indicate the actual time worked on each BSCC project and activity (on a daily basis); and 2) account for all the time worked by the employee during the pay period. Timecards/sheets must be signed by the employee and their supervisor and should be customized to capture the various activities performed by the employee/organization. Contact your Program Specialist for examples that may be used to assist in the development of an appropriate time reporting tool.

#### 2. Personnel Payroll Files

Personnel payroll files should include the following:

- W-2, W-4;
- Personnel action forms (i.e., approved pay rates by the board of directors or appropriate personnel agency, promotions, terminations, etc.);
- Cumulative earnings records;
- Leave records;
- Employee authorized deduction forms (i.e., health insurance); and
- Paid invoices submitted by employees for reimbursement of benefit expenses.





### 3. Personnel Files

Personnel files should include the following:

- Application forms;
- Resumes;
- Job descriptions;
- Performance evaluations; and
- Appointment documents which include approved salary rates, benefits, and other terms of employment. Salary rates, increases and benefits must be approved by the governing board or applicable personnel agency.

### E. EQUIPMENT

Equipment must be:

- Located on the project's premises or identified in a locator file that specifically identifies the location of the equipment or the individual assigned to it;
- Recorded on an inventory list, identifying items purchased with BSCC funds;
- Used in accordance with the Grant Award; and
- Funded projects must retain contract records for the purchase of equipment.

### F. ORGANIZATION POLICIES AND PROCEDURES

The organization should have written policies and procedures covering conflict of interest/code of conduct and fraud, along with personnel policies that cover hiring, termination, benefits, salary rates, leave, and travel. There should also be written procedures regarding the accounting and reporting functions, including, but not limited to the following:

- Cash receipts and revenue;
- Deposits;
- Cash disbursements;
- Payroll;
- General Ledger; and
- Equipment.

In addition, any other policies and procedures (e.g., purchasing contracts) that relate to operating the project must be in writing.

### G. COMMUNICATIONS

Grantees must maintain a current telephone number and internet access with an e-mail address, as well as a current postal address and physical location within the State of California.

## 19. WITHHOLDING OR DISALLOWANCE OF GRANT FUNDS

### A. WITHHOLDING OR DISALLOWANCE OF GRANT FUNDS

The BSCC may withhold grant funds and/or disallow expenditures if the Grantee fails to comply with the terms or conditions of the Grant Agreement or this Grant Guide. This may include the following:

- Failure to submit the required progress reports in a timely manner;
- Failure to submit the final reports from previous BSCC grants in a timely manner;
- Failure to resolve interim or final audit exceptions on past or current grants in a timely manner;



- Inadequate maintenance of accounting records;
- Failure to submit proof of bond coverage in a timely manner;
- Failure to cooperate with or admit BSCC staff or other federal or state representatives to review program and/or fiscal records;
- Failure to repay or rectify costs that have been identified as ineligible for grant funding;
- Failure to adhere to the payment terms in the Grant Agreement;
- Failure to provide the required match or leveraged share of the actual total project costs;
- Failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement;
- Substantial alteration of the scope of the grant project without prior written approval of the BSCC; or
- Refusal or inability to complete the grant project in a manner consistent with the terms, conditions, and program requirements outlined in the RFP (or Request for Application (RFA)), Application for Funding, Grant Agreement and all Exhibits, Attachments, Appendices, and approved modifications.

#### B. REDUCTION OR TERMINATION OF GRANT FUNDS

The BSCC may reduce or terminate grant funds as set forth in the terms and conditions of the Grant Agreement or for any reason that may include the following:

- If the Grantee fails to comply with any term or condition of the Grant Agreement; or,
- If during the term of the Grant Agreement, the state and/or federal funds appropriated for the purposes of the Grant Award are reduced or eliminated by the California Legislature or by the United States Government, or, in the event revenues are not collected at the level appropriated, the BSCC may immediately terminate or reduce the Grant Agreement.

Should the BSCC deem it necessary to reduce or terminate grant funds, the BSCC shall notify the Grantee in writing. No such termination or reduction shall apply to allowable costs already incurred by the Grantee to the extent that state or federal funds are available for payment of such costs.

#### C. DENIAL OF FUTURE FUNDING

The BSCC reserves the right to consider the denial of future funding to any project and its officers based on its failure to comply with any term or condition of a current or previous Grant Award, poor past performance in a previous Grant Award, or failure to cooperate with state or federal auditors/monitors.

A denial of an application for funding or for future funding shall not become final until the applicant has been afforded reasonable notice and an opportunity for a timely and fair hearing. Hearings for denial shall be conducted by an impartial hearing officer whose decision shall be final.

### 20. CLOSEOUT

The closeout of a grant is the process by which a grant or agency determines that all applicable administrative actions and all required grant activities have been completed by the Grantee. BSCC staff will notify Grantees a minimum of 30 days before the end of the grant cycle to initiate the closeout process. When all administrative and fiscal requirements have been met, Grantees will receive a Final Notice of Project Closeout.

**A. LOCAL EVALUATION REPORT**

The Local Evaluation Report encompasses the entire grant cycle. Final payment on the grant may be withheld until the report has been submitted. This report is due to the BSCC on the due date specified in the Grant Agreement. Information about the final report can be found in Section 15.

**B. FINAL PROGRESS REPORT**

Progress reporting periods and due dates are specified in the Exhibit A: Scope of Work of the grant contract. Failure to submit the final report may result in the withholding or disallowance of grant payments, the reduction or termination of grant funds, and/or the denial of future grant funding.

**C. FINAL REQUEST FOR REIMBURSEMENT**

All expenses must have been encumbered prior to the Grant Award end date. The only "unpaid obligation" that may be listed is the audit expense. Unless otherwise noted in the grant agreement, the Grantee must submit the Final Invoice (BSCC Form 201) no later than 60 calendar days after the end of the grant cycle. If the Grantee does not submit a final invoice, the BSCC may consider the last invoice submitted as the final invoice and close out the Grant Award. Once BSCC has processed the final invoice, the grant will be closed, and no further payment can be made against the grant.

**D. REPORTING REQUIRED MATCH**

If your grant award has a required match, it must be reported on the invoice (Form BSCC 201) as the expenditures occur and before the grant ends. If the Grantee does not expend the total required match by the end of the grant cycle, or if it is not fully reported by the final invoice, the BSCC will invoice the Grantee for funds allocated that did not meet their match.

**E. RETENTION OF RECORDS**

All records relating to the grant shall be retained in accordance with Section 18.

**F. AUDITS CLOSEOUT**

Audits must be completed and submitted in accordance with Section 16.

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