



Sheriff's Office COUNTY OF TULARE AGENDA ITEM

BOARD OF SUPERVISORS

KUYLER CROCKER
District One

PETE VANDER POEL
District Two

AMY SHUKLIAN
District Three

EDDIE VALERO
District Four

DENNIS TOWNSEND
District Five

AGENDA DATE: July 14, 2020 **REVISED**

Public Hearing Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Published Notice Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Advertised Published Notice	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Meet & Confer Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Personnel Resolution attached	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>

CONTACT PERSON: Ed Lardner, Grant Specialist PHONE: (559) 802-9462

SUBJECT: Approve a grant award agreement with the Board of State and Community Corrections

REQUEST(S):

That the Board of Supervisors:

1. Ratify and approve the federally funded Bureau of Justice Assistance grant award agreement with the Board of State and Community Corrections, for the Residential Substance Abuse Treatment for State Prisoners Program to accept grant funding in the amount of \$235,534 retroactive from July 1, 2020 to June 30, 2021. The agreement is retroactive due to the delay in receiving the agreement from the Board of State and Community Corrections;
2. Find that the Board had the authority to enter into the proposed agreement as of July 1, 2020, and that it was in the County's best interest to enter into the agreement on that date;
3. Agree that no funds from the Residential Substance Abuse Treatment and State Prisoners Program will be used to supplant expenditures controlled by the Board;
4. Agree to provide the 25% matching funds, up to \$78,512, required for the Residential Substance Abuse Treatment for State Prisoners Program and abide by the statutes and regulations governing the federal Grants Program as well as the terms and conditions of the Grant Agreement as set forth by the Board of State and Community Corrections; and
5. Ratify the Chairman's signature of three copies of the Board of State and

SUBJECT: Approve a grant award agreement with the Board of State and Community Corrections
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Community Corrections agreement.

SUMMARY:

The Tulare County Sheriff's Office (TCSO) requests the Board accept this grant award and approve resolution language required by the funding source, the Board of State and Community Corrections (BSCC).

TCSO has applied for this grant, been awarded, and implemented the Residential Substance Abuse Treatment (RSAT) program since 1999. The purpose of the RSAT program is to break the cycle of drugs and violence by reducing the demand, use, and trafficking of illegal drugs. Participants are inmates with drug addiction problems. These inmates are segregated inside the TCSO Men's Correctional Facility from the rest of the County's jail population. RSAT participants undergo intensive counseling over several months to battle drug addiction, develop appropriate life skills, and successfully re-enter the community after incarceration.

On April 3, 2018, TCSO applied to the BSCC for year one (1) of a three (3) year RSAT grant program, Resolution No. 2018-0220. The Board approved the year one grant agreement with the BSCC to partially fund and operate RSAT on August 28, 2018, Agreement No. 28814, Resolution No. 2018-0728.

On June 4, 2019, TCSO reapplied for year two (2) of the BSCC RSAT grant program, Resolution No. 2019-0470. TCSO was awarded the RSAT grant for year two (2) of the three (3) year grant period. The Board approved the year two (2) grant agreement with the BSCC to partially fund and operate RSAT on July 30, 2019, Agreement No. 29311, Resolution No. 2019-0692.

On June 2, 2020, TCSO reapplied for year three (3) of the BSCC RSAT grant program, Resolution No. 2020-0288. TCSO was awarded the RSAT grant for year three (3) of the three (3) year grant period.

The following terms substantively deviate from the standard County boilerplate: 1) The County must sign first; 2) County must indemnify the State; 3) County does not have termination rights; 4) State (BSCC) may terminate for cause with 30 calendar days written notice; and 5) Agreement is contingent on availability of sufficient funds.

FISCAL IMPACT/FINANCING:

The total RSAT program budget from July 1, 2020 through June 30, 2021 is \$314,046. The BSCC grant award is in an amount of \$235,534. There is a 25% cash match requirement to the BSCC grant. TCSO will utilize the Inmate Welfare Trust Fund (IWTF) as sole source for this 25% cash match of \$78,512. TCSO has budgeted in Fiscal Year 2020/21 operating budget to reflect the grant and matching revenues and program expenses. There is no additional net County cost to the General Fund.


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LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

The Safety and Security Initiative is one of the initiatives in the Tulare County Strategic Business Plan. The purpose of the initiative is to provide for safety and security of the public. RSAT is in alignment with this as it addresses the goal to "Provide facilities and resources for training and rehabilitation of criminal offenders." Counselors work with inmates on a full-time basis addressing the life skills and tools necessary for planned reentry into the communities.

ADMINISTRATIVE SIGN-OFF:


Mike Boudreaux
Sheriff-Coroner

cc: County Administrative Office

Attachment(s) BSCC grant agreement

BEFORE THE BOARD OF SUPERVISORS COUNTY OF TULARE, STATE OF CALIFORNIA

IN THE MATTER OF APPROVE A GRANT)
AWARD AGREEMENT WITH THE BOARD) Resolution No. _____
OF STATE AND COMMUNITY) Agreement No. _____
CORRECTIONS)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD _____
_____, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

1. Ratified and approved the federally funded Bureau of Justice Assistance grant award agreement with the Board of State and Community Corrections, for the Residential Substance Abuse Treatment for State Prisoners Program to accept grant funding in the amount of \$235,534 retroactive from July 1, 2020 to June 30, 2021. The agreement is retroactive due to the delay in receiving the agreement from the Board of State and Community Corrections;
2. Found that the Board had the authority to enter into the proposed agreement as of July 1, 2020, and that it was in the County's best interest to enter into the agreement on that date;
3. Agreed that no funds from the Residential Substance Abuse Treatment and State Prisoners Program will be used to supplant expenditures controlled by the Board;
4. Agreed to provide the 25% matching funds, up to \$78,512, required for the

Residential Substance Abuse Treatment for State Prisoners Program and abide by the statutes and regulations governing the federal Grants Program as well as the terms and conditions of the Grant Agreement as set forth by the Board of State and Community Corrections; and

5. Ratified the Chairman's signature of three copies of the Board of State and Community Corrections agreement.

STANDARD AGREEMENT

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

BSCC 529- 20

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

County of Tulare Sheriff's Office**2. The term of this Agreement is:**

START DATE

JULY 1, 2020

THROUGH END DATE

JUNE 30, 2021**3. The maximum amount of this Agreement is:****\$235,534.00****4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.**

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	4
Exhibit E	2019 RSAT Federal Special Conditions	12
Attachment 1*	2018 RSAT Request for Proposals (by reference)	*
Attachment 2	2020 RSAT Year-3 Reapplication	31
Appendix A	2017-2021 RSAT Executive Steering Committee Roster	1
Appendix B	Criteria for Non-Governmental Organizations Receiving BSCC Program Funds	2

* This item is hereby incorporated by reference and can be viewed at: http://www.bsc.ca.gov/s_cppgrantfundedprograms/*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.)

COUNTY OF TULARE SHERIFF'S OFFICE

CONTRACTOR BUSINESS ADDRESS

2800 W. Burrel Avenue

CITY

Visalia

STATE

CA

ZIP

93291

PRINTED NAME OF PERSON SIGNING

PETE VANDER POEL

TITLE

Chairman

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

RICARDO GOODRIDGE

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT – RESIDENTIAL SUBSTANCE ABUSE TREATMENT PROGRAM

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and County of Tulare Sheriff's Office (hereafter referred to as the Grantee or Contractor).

2. PROJECT SUMMARY AND ADMINISTRATION

- A. This program is for the sole purpose of providing an evidence-based substance abuse recovery program to county jail inmates. With the use of Cognitive Behavioral Therapy interventions, it is the intent of the program to change behaviors and attitudes regarding substance abuse issues and criminal thinking. Discharge planning will be a key component in helping the offender upon release into the community.
- B. Grantee agrees to administer the project in accordance with Attachment 1: 2018 RSAT Request for Proposals (incorporated by reference) and Attachment 2: 2020 RSAT Year-3 Reapplication, which is attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

- A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.
- B. The Grantee's project officials shall be those identified as follows:

Authorized Officer with legal authority to sign:

Name: Pete Vander Poel
Title: Chairman
Address: 2800 W. Burrell Avenue, Visalia, CA 93291
Phone: (559) 636-5000

Designated Financial Officer authorized to receive warrants:

Name: Alfredo Parra
Title: Fiscal Manager
Address: 833 S. Akers Street, Visalia, CA 93277
Phone: (559) 802-9457
Email: acparra@co.tulare.ca.us

Project Director authorized to administer the project:

Name: Susanna Reyes
Title: Inmate Program Manager
Address: 36168 Road 112, Visalia, CA 93291
Phone: (559) 735-1669
Email: sireyes1@co.tulare.ca.us

- 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.

EXHIBIT A: SCOPE OF WORK

4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: 2018 RSAT Request for Proposals and Attachment 2: 2020 RSAT Year-3 Reapplication.

5. REPORTING REQUIREMENTS

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

Quarterly Progress Report Periods

1. July 1, 2020 to September 30, 2020
2. October 1, 2020 to December 31, 2020
3. January 1, 2021 to March 31, 2021
4. April 1, 2021 to June 30, 2021

Due no later than:

October 15, 2020
January 15, 2021
April 15, 2021
July 15, 2021

B. Evaluation Documents

1. Final Local Evaluation Report

Due no later than:

October 1, 2021

6. PROJECT RECORDS

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.
- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.
- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

EXHIBIT A: SCOPE OF WORK

7. CONFLICT OF INTEREST

- A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the 2017-21 RSAT Executive Steering Committee (See Appendix A) from receiving funds from the RSAT grants awarded under this RFA. Applicants who are awarded grants under this RFA are responsible for reviewing the 2017-2021 RSAT ESC membership roster (see Appendix A) and ensuring that no grant dollars are passed through to any entity represented by the members of the 2017-2021 RSAT ESC.
- B. In cases of an actual conflict of interest with an ESC member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

8. AUDIT

Grantee is required to complete an audit annually for each fiscal year/audit period, or fraction thereof, for the entire three-year grant cycle. 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 grantee is required to check one of the boxes below to indicate how they will meet 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 30 days of the Grantee's receipt of the report or within nine months following the end of the audit period, whichever is earlier.

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 30 days of the Grantee's receipt of the report or within nine months following the end of the audit period, whichever is earlier.

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.

EXHIBIT A: SCOPE OF WORK

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 Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

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

Quarterly Invoicing Periods:

1. July 1, 2020 to September 30, 2020
2. October 1, 2020 to December 31, 2020
3. January 1, 2021 to March 31, 2021
4. April 1, 2021 to June 30, 2021

Due no later than:

- November 16, 2020
February 15, 2021
May 17, 2021
August 16, 2021

- B. All project expenditures (excluding costs associated with the completion of the Final Local Evaluation Report and the financial audit) and all obligated match contributions must be incurred by the end of the grant project period, June 30, 2021, and included on the invoice due August 16, 2021. Project expenditures incurred after June 30, 2021 will not be reimbursed.
- C. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.
- D. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.

2. GRANT AMOUNT AND LIMITATION

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement.

3. BUDGET CONTINGENCY CLAUSE

- A. The RSAT Program is federally funded through the BJA as identified via Catalog of Federal Domestic Assistance CFDA number 16.593. 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 the State of California. 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.
- C. If RSAT funding is reduced or falls below estimates contained within the RSAT Request for Applications, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

- D. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

- A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the July 2016 BSCC Grant Administration Guide, which can be found under Quick Links here: https://www.bscc.ca.gov/s_correctionsplanningandprograms/
- B. 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.
- C. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.
- D. 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.
- E. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

5. PROMPT PAYMENT CLAUSE

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

6. WITHHOLDING OF GRANT DISBURSEMENTS

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:
- 1) submittal and approval of the final invoice;
 - 2) submittal and approval of the final progress report; and
 - 3) submittal and approval of any additional required reports, including but not limited to the Final Local Evaluation Report and final audit.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

7. PROJECT BUDGET

LINE ITEM	A. GRANT FUNDS	B. CASH MATCH	C. IN-KIND MATCH	D. TOTAL (A+B+C)
1. Salaries and Benefits	\$48,435	\$16,145	\$0	\$64,580
2. Services and Supplies	\$8,597	\$2,866	\$0	\$11,463
3. Professional Services	\$0	\$0	\$0	\$0
4. Community-Based/Non-Governmental Organizations (CBO/NGO) Subcontracts	\$158,297	\$52,766	\$0	\$211,063
5. Indirect Costs	\$0	\$0	\$0	\$0
6. Equipment/Fixed Assets	\$0	\$0	\$0	\$0
7. Project Evaluation	\$19,830	\$6,610	\$0	\$26,440
8. Other (Travel, Training, etc.)	\$375	\$125	\$0	\$500
TOTAL	\$235,534	\$78,512	\$0	\$314,046

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

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

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

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](#) 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

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

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

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

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

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC are solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1: 2018 RSAT Request for Proposals and Attachment 2: 2020 RSAT Year-3 Reapplication.
- C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

2. GRANTEE ASSURANCES AND COMMITMENTS

- A. Compliance with Laws and Regulations
This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.
- B. Compliance with Federal Laws and Regulations
The Grantee hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including any federal conditions, which are included in this Grant Agreement as Exhibit E.
- C. Fulfillment of Assurances and Declarations
Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: 2018 RSAT Request for Proposal and Attachment 2: 2020 RSAT Year-3 Reapplication, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.
- D. Permits and Licenses
Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the RSATRFA and described in Appendix B.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

- 1) **Books and Records**

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

- 2) **Access to Books and Records**

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

4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

5. ACCOUNTING AND AUDIT REQUIREMENTS

- A. 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 8. 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.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

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 (Required as Attachment E of the original Proposal Package).

7. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in Attachment 1: 2018 RSAT Request for Proposal and Attachment 2: 2020 RSAT Year-3 Reapplication.

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: 2018 RSAT Request for Proposal and Attachment 2: 2020 RSAT Year-3 Reapplication, or approved modifications;
 - 3) failure to provide the required local match share of the total project costs; and
 - 4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

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 Grant 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 Grant 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 Grant 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 Grant 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: 2019 RSAT FEDERAL 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.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period may result in the Office of Justice Programs ("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. The Department of Justice ("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 the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), 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 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at:

<http://ojp.gov/funding/Part200UniformRequirements.htm>.

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

EXHIBIT E: 2019 RSAT FEDERAL SPECIAL CONDITIONS

The Grantee agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide), including any updated version that may be posted during the period of performance. The DOJ Grants Financial Guide is accessible at:

<https://ojp.gov/financialguide/DOJ/index.htm>

4. Requirement to report potentially duplicative funding

If the Grantee 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 will promptly notify, in writing, the grant manager for this OJP award.

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

The Grantee 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 Grantee acknowledges and agrees to comply with any request related to the BSCC's requirement to 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 all 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.

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

The Grantee, and any 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.

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

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive

EXHIBIT E: 2019 RSAT FEDERAL SPECIAL CONDITIONS

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.

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

The Grantee, 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://ojp.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.

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

The Grantee 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, accessible at:

<https://ojp.gov/financialguide/DOJ/index.htm>

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

The Grantee acknowledges and agrees to comply with any request related to the BSCC's requirement to collect and maintain data that measure the performance and effectiveness of activities 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

EXHIBIT E: 2019 RSAT FEDERAL SPECIAL CONDITIONS

and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

11. OJP Training Guiding Principles

Any training or training materials that the Grantee -- 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>.

12. Effect of failure to address audit issues

The Grantee 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.

13. Potential imposition of additional requirements

The Grantee 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 "highrisk" for purposes of the DOJ high-risk grantee list.

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

The Grantee, 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.

15. 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 of the basis of sex in certain "education programs."

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

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

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 also sets out rules and

EXHIBIT E: 2019 RSAT FEDERAL SPECIAL CONDITIONS

requirements that pertain to Grantee 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 the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," 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.

17. Restrictions on "lobbying"

Federal funds may not be used by the Grantee, or any 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.

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

18. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

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, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are incorporated by reference and are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>.

Should a question arise as to whether a particular use of federal funds by a Grantee (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.

19. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The Grantee and any subrecipients ("subgrantees") 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: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

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

No Grantee or 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 Grantee--
 - 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 Grantee does or is authorized under this award to make subgrants, procurement contracts, or both--
 - a. it represents that--
 - (1) it has determined that no other entity that the Grantee's application proposes may or will receive award funds (whether through a 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 subgrantee or subcontractor entity that receives funds under this award is or has been requiring its employees or

EXHIBIT E: 2019 RSAT FEDERAL SPECIAL CONDITIONS

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.

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

The Grantee 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 Grantee 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.

22. 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 Grantees and 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.

23. The Grantee agrees that federal funds under this award will be used to supplement but not supplant state or local government funds.

24. The State/Territory (State) will coordinate the design and implementation of treatment programs between State correctional representatives and the State alcohol and drug abuse agency (and, if appropriate, between representatives of local correctional agencies and representatives of either the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially where there is opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program).

25. The Grantee agrees that grant funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of grant funds.

26. The State/Territory (State) will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment

EXHIBIT E: 2019 RSAT FEDERAL SPECIAL CONDITIONS

programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

- 27.** 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.
- 28.** With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

- 29.** The Grantee acknowledges and agrees to comply with any request related the BSCC's requirement to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs 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, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
- 30.** The Grantee acknowledges and agrees to comply with any request related the BSCC's requirement to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2018-J2-BX-0023 and No. 2019-J2-BX-0011 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the

EXHIBIT E: 2019 RSAT FEDERAL SPECIAL CONDITIONS

DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

- 31.** Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
- 32.** The Grantee understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse reduction.
- 33.** The Grantee agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (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 OJP 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 OJP for providing the requested documents. Failure to cooperate with OJP'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.** Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The Grantee acknowledges and agrees to comply with any request related the BSCC's requirement to 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.

- 35.** 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

EXHIBIT E: 2019 RSAT FEDERAL SPECIAL CONDITIONS

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)(l).

- 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)(l) 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)(l).
- 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 1-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. 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.

3. 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), 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.

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- 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 OHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

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

36. 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.

EXHIBIT E: 2019 RSAT FEDERAL SPECIAL CONDITIONS

2. 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.

3. Rule 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.

37. 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.

APPENDIX A: 2017-2021 EXECUTIVE STEERING COMMITTEE ROSTER

2017-2021 RSAT Executive Steering Committee

	Name	Title	Organization
1	Dean Growdon, Chair	Sheriff	Lassen County Sheriff's Department & BSCC Board Member
2	Shannon Robinson, MD	Senior Psychiatrist	Statewide Telepsychiatry Program, California Department of Corrections and Rehabilitation
3	Karen S. Dalton, Dr. PH	Jail Manager	Los Angeles County Sheriff's Department
4	Renee Smith	Programs & Service Manager	Solano County Sheriff's Office
5	Robert Hadley	Lieutenant	Butte County Sheriff's
6	Patricia Ceballos,	Reentry Program Coordinator	San Diego Sheriff's Department
7	Douglas Snell	Correctional Lieutenant	Avenal State Prison, California Department of Corrections and Rehabilitation

APPENDIX B: CRITERIA FOR NON-GOVERNMENTAL ORGANIZATIONS RECEIVING RSAT FUNDS

The 2020 RSAT Year-3 Reapplication includes requirements that apply to non-governmental, community-based organizations. Grantees are responsible for ensuring that all contracted third parties continually meet these requirements as a condition of receiving any RSAT funds.

Any non-governmental organization that receives RSAT grant funds (as a subgrantee, or subcontractor) must:

- Have been duly organized, in existence, and in good standing at least six months before entering into a fiscal agreement with the BSCC grantee; Non-governmental organizations 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 six months prior to the date of the fiscal agreement with the BSCC grantee.
- Be registered with the California Secretary of State's Office, if applicable;
- Have a valid business license, if required by the applicable local jurisdiction;
- Have a valid Employer Identification Number (EIN) 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

Non-Governmental Organizations (NGOs) include: community-based organizations (CBOs), faith-based organizations (FBOs), nonprofit organizations/501(c)(3)s, evaluators (except government institutions such as universities), grant management companies and any other non-governmental agency or individual. Note: These criteria do not apply to government organizations (e.g. counties, cities, school districts, etc.).

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

Grantee:

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
			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 BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-

APPENDIX B: CRITERIA FOR NON-GOVERNMENTAL ORGANIZATIONS RECEIVING RSAT FUNDS

site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the RSAT RFA. These records will be subject to all records and retention language in the Standard Agreement.

The BSCC will not disburse or reimburse for costs incurred by any third party 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.

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	EMAIL ADDRESS
STREET ADDRESS	CITY	STATE	ZIP CODE
APPLICANT'S SIGNATURE (Blue Ink Only) X			DATE

Approve As To Form:
County Counsel

By: /s/ Diana L. Mendez 07/06/2020
Deputy

Matter No: 2020785



2020 Residential Substance Abuse Treatment (RSAT) Grant Program

YEAR-3 REAPPLICATION PACKET

Released: May 8, 2020

**Three-Year Project Cycle
July 1, 2018 to June 30, 2021**

Applications due by 5:00 p.m., June 5, 2020

In addition to the grant application, this Request for Applications (RFA) packet includes important information about funding provisions, grant eligibility, and application submission requirements.



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CONFIDENTIALITY NOTICE

All documents submitted as a part of the RSAT proposal are public documents and may be subject to a request via 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.)

CONTACT INFORMATION

This Reapplication Packet is being sent to all current RSAT grantees awarded funding for the three-year project cycle of July 1, 2018 through June 30, 2021 and provides the information necessary to prepare a reapplication to the Board of State and Community Corrections (BSCC) for **Year Three** of the RSAT Grant (FY 2020). Questions concerning this packet should be directed to:

Veronica Silva, Grant Analyst

Corrections Planning and Grant Programs Division

Email: Veronica.Silva@bscc.ca.gov

Colleen Stoner, Field Representative

Corrections Planning and Grant Programs Division

Email: Colleen.Stoner@bscc.ca.gov

SUBMISSION INSTRUCTIONS

Applicants must submit one (1) electronic copy of the original signed reapplication packet to the BSCC's Corrections Planning and Grant Programs Division by 5:00 p.m. on June 5, 2020. An electronic signature is acceptable.

Reapplication packets are to be emailed to Veronica.Silva@bscc.ca.gov by 5:00 p.m. on June 5, 2020.

BACKGROUND INFORMATION

The RSAT Program is federally funded through the Bureau of Justice Assistance (BJA) as identified via Catalog of Federal Domestic Assistance CFDA number 16.593. This funding assists states and local governments in developing and implementing substance abuse treatment programs in state, local, and tribal correctional and detention facilities, and supports efforts to create and maintain community-based aftercare services for offenders. Historically, the California RSAT Program has funded state and local detention facilities to provide in-custody treatment services with an aftercare component requirement placed on the grantees.

As the state administering agency of California's RSAT Program, the BSCC is committed to improving public safety through cost-effective, promising, and evidence-based strategies in managing statewide criminal and juvenile justice populations.

In September 2017, the BSCC Board authorized the establishment of an Executive Steering Committee (ESC) to oversee the development of a Request for Proposal (RFP) process to award \$942,139 in RSAT funding to local detention facilities. The ESC developed the program design, evaluation process and criteria used to select the proposals. This competitive process resulted in grant awards to four projects funded for a three-year cycle, the first year of which commenced July 1, 2018. A non-competitive Request for Application (RFA) for continuation funding was to be issued in the second and third year (July 1, 2019 - June 30, 2020 and July 1, 2020 - 2021, respectively)

contingent upon on the availability of federal funding. This RFA is in response to the reapplication process for year-three funding as determined by the ESC.

BSCC EXECUTIVE STEERING COMMITTEE

RSAT Executive Steering Committee

To ensure successful program design and implementation, the BSCC uses Executive Steering Committees (ESCs) to inform decision making related to the Board's programs. The BSCC's ESCs typically are composed of subject matter experts and stakeholders representing both the public and private sectors. The BSCC makes every attempt to include diverse representation on its ESCs, in breadth of experience, geography and demographics. ESCs are convened and approved by the BSCC Board, as the need arises, to carry out specified tasks, including the development of RFPs for grant funds. ESCs submit grant award recommendations to the BSCC Board and the Board then approves, rejects or revises those recommendations. Members of the ESCs are not paid for their time but are reimbursed for travel expenses incurred to attend meetings.

The RSAT ESC included a cross-section of subject matter experts on community engagement, prevention and intervention programs, law enforcement strategies, and rehabilitation and reentry, including individuals who have been impacted by the criminal justice system. A list of ESC members can be found on Attachment A of this RFA.

Conflicts of Interest

Existing law prohibits any grantee, subgrantee, partner or like party who participated on the above referenced RSAT ESC from receiving funds from the RSAT grants awarded under this RFA. Applicants who are awarded grants under this RFA are responsible for reviewing the RSAT ESC membership roster and ensuring that no grant dollars are passed through to any entity represented by any member of the RSAT ESC.

PROGRAM PURPOSE AND PROJECT DESIGN

The principle purpose of the RSAT Program is to break the cycle of drugs and violence by reducing the demand, use, and trafficking of illegal drugs.

The goals of the RSAT Program are to enhance the capability of states, and units of local and tribal government to provide substance use disorder treatment for incarcerated inmates; prepare offenders for their reintegration into the communities from which they came by incorporating reentry planning activities into treatment programs; and assist offenders and their communities through the reentry process by delivering community-based treatment and other broad-based aftercare services. The California RSAT funding for this grant period will be used to support local jail-based programs which must include both an "in-jail" component and an "aftercare" component. Funding may be directed at either the in-custody portion of the project, the aftercare portion, or both.

Eligibility and Grant Period

Eligible applicants are the current grantees (Kern, Santa Cruz, Sacramento and Tulare County Sheriff's Departments) selected through a competitive process to receive RSAT funding for a three-year cycle, the third year of which will begin July 1, 2020 and will end on June 30, 2021. These four grantees are now eligible to apply for continuation funding through this non-competitive RFA process for the third year (July 1, 2019 - June 30, 2020). Funding will be awarded upon the successful completion of the year-two grant period and the submittal of the application for the third-year funding.

Funding Amount

Eligible applicants will be allowed to request up to a maximum amount of \$314,046 funds for the period of July 1, 2020 through June 30, 2021. A 25 percent match of the funds awarded to the recipient (cash or in-kind) is required.

Program Elements

To receive continuation funding, grantees must continue to maintain the program elements as identified in their original grant proposal which include the following:

The program design must:

- Engage participants for at least three months and no more than 12 months.
- Focus on the inmate's substance use diagnosis and addiction-related needs.
- Develop the inmate's cognitive, behavioral, social, vocational, and other skills to solve the substance use and related problems.
- Prepare participants for successful community reintegration that may include post-release referral to appropriate evidence-based aftercare treatment and/or service providers including those that support the use of medication-assisted treatment.
- To the extent possible, jail-based programs should separate the treatment population from the general correctional population and program design should be based on effective scientific practices.
- Require urinalysis and/or other proven reliable forms of drug and alcohol testing for program participants, including both periodic and random testing of:
 - 1) The participant before he or she enters the in-jail component of the RSAT program;
 - 2) During the period in which the individual participates in the in-jail component of the RSAT program;
 - 3) The participant who has exited the in-jail component of the RSAT program if the individual remains in-custody; and
 - 4) To the extent possible, the participant who has exited the in-jail component of the RSAT program and has been released from custody under supervision that includes drug and alcohol testing.
- Provide aftercare services for up to one year to those individuals who have completed the in-jail component of the RSAT program.
- Provide coordination between the in-jail treatment program and other social service and rehabilitation programs, such as education and job training, parole supervision, halfway houses, self-help, and peer group programs.
- Collaborate with local authorities and organizations involved in substance use disorder treatment to assist in the placement of program participants into

community substance abuse treatment facilities or non-residential aftercare services upon release.

- Coordinate all aftercare services with local Substance Use Disorder Treatment and Behavioral Health Services Administration.

Evidence-based and Data-Driven Approaches¹

The BSCC is committed to supporting programs, practices, and strategies that are rooted in evidence and supported by data to produce better outcomes for the criminal and juvenile justice systems, and for the individuals who are involved in those systems.

Applicants seeking funding through this grant process will be required to demonstrate that services are directly linked to the implementation of evidence-based and promising practices and strategies that reduce recidivism. The following information is offered to help applicants in understanding the BSCC's broad view of evidence-based and promising practices that are supported by data and research:

The concept of evidence-based practices was developed outside of the criminal justice arena and is commonly used in other applied fields such as medicine, nursing and social work. In criminal justice, this term emphasizes measurable outcomes, and ensuring services and resources are actually effective in promoting rehabilitation and reducing recidivism. On a basic level, evidence-based practices include the following elements:

1. Evidence the intervention is likely to work (i.e., produce a desired benefit);
2. Evidence the intervention is being carried out as intended; and
3. Evidence allowing an evaluation of whether the intervention worked.

Evidence-based practices involves using research and scientific studies to identify interventions that reliably produce significant reductions in recidivism when correctly applied to target populations through the use of the following four (4) principles of effective intervention:

- Risk Principle – focuses attention on the crucial question of WHO is being served and calls for targeting higher risk individuals.
- Need Principle – requires that priority be given to addressing criminogenic risk/need factors with a clear focus on WHAT programs are delivered.
- Treatment Principle – conveys the importance of using behavioral treatment approaches to achieve the best possible outcomes and requires attention to the question of HOW programs are delivered.
- Fidelity Principle – draws attention to HOW WELL programs are delivered and reiterates the necessity that programs be implemented as designed.

Successful implementation of evidence-based practices also includes but is not limited to:

¹ Lowenkamp and Latessa, 2003, Lowenkamp, 2003; Lowenkamp & Latessa, 2005a; Lowenkamp and Latessa, 2005b; Center for Criminal Justice Research and the Corrections Institute at the University of Cincinnati, Correctional Program Checklist Assessment

- Organizational development to create and sustain a culture accepting of best practices and evidence-based approaches that includes cultural and linguistic competencies;
- A commitment to initial and ongoing professional development and training;
- Use of validated risk/needs/responsivity assessment tools;
- Data collection and analysis;
- Use of case management strategies;
- Use of programs known to produce positive criminal justice outcomes;
- Quality assurance activities to ensure program fidelity;
- Performance management to improve programs, service delivery, and policies;
- A “systems change approach” to develop collaborations so tasks, functions and sub-units work effectively together and not at cross-purposes; and
- A focus on sustainability.

In discussions of evidence-based practices in criminal justice, it is common to distinguish between programs, strategies and promising practices/approaches.

Programs are designed to change the behavior of individuals in the criminal justice system and are measured by individual-level outcomes. For example, programs aiming to reduce substance use and antisocial behavior include Cognitive Behavioral Therapy, Behavioral Programs and Social Skills Training.

Strategies may include programs to change individual behavior; however, this term is often used to describe a general intervention approach that supports larger community or organizational level policy objectives. For example, case management is applied to improve the overall effectiveness and efficiency of criminal and juvenile justice agencies, while pretrial assessment is designed to enable informed decisions about which arrested defendants can be released pretrial without putting public safety at risk. Strategies can also refer to the application of effective practices that are correlated with a reduction in recidivism, such as the use of assessment tools, quality assurance protocols, and delivery of interventions by qualified and trained staff.

Promising practices/approaches, for purposes of this grant work, can be broadly construed to include crime-reduction and recidivism-reduction programs or strategies that have been implemented elsewhere with evidence of success, but with evidence not yet strong enough to conclude the success was due to the program or that it is highly likely to work if carried out in the applicant's circumstances. The difference between evidence-based and promising practices/approaches is a difference in degree on the number of situations in which a program or strategy has been tested and the rigor of the evaluation methods used.

Applicants seeking to implement promising programs, approaches or strategies must describe the documentation, data and evidence available to support the approach and why it is best suited to the needs and objectives described in the application for funding. Applicants can find information on evidence-based treatment practices in the Substance Abuse and Mental Health Services Administration's (SAMHSA) Guide to Evidence-Based Practices available at www.samhsa.gov/ebpwebguide as well as in Attachment B of this RFA.

REDUCING RACIAL AND ETHNIC DISPARITY

Research shows that youth and adults of color are significantly overrepresented in the criminal justice system in California². BSCC supports efforts to reduce racial and ethnic disparities and encourages others to do the same. The BSCC has undertaken a number of activities to ensure that California addresses this concern including trainings.

For additional information about reducing racial and ethnic disparity (R.E.D.) applicants may contact the R.E.D. Coordinator, Field Representative Timothy Polasik, by telephone at (916) 621-2853 or by email Timothy.Polasik@bscc.ca.gov.

GRANT REQUIREMENTS

Grant Agreement

Applicants approved for funding by the BSCC 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.

The Grant Agreement start date is expected to be July 1, 2020. 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. If a grantee chooses to incur costs for reimbursement, any work, services, and encumbrances which 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 (3) years after the final payment under the contract.

Board Resolution

Applicants must submit a resolution from their governing board addressing specific requirements that covers the length of the three-year grant cycle. If the Grant recipients' resolution does not cover year-three of the three-year grant cycle, then the grant recipient must have a new resolution covering this period on file before a fully executed grant agreement can be completed. A signed resolution is not required at the time of the reapplication submission, but applicants are advised that no financial invoices will be processed for reimbursement until the appropriate documentation has been received by the BSCC. Please see Attachment C for a sample.

Match Requirement: As previously mentioned, funding for the FY 2020/21 RSAT Program requires a 25 percent match of the funds awarded to the recipient (cash or in-kind). Matching funds may be either state or local dollars. Federal funds are not an allowable match source for this grant.

2 Multiple studies confirm the disparities in the criminal and juvenile justice systems. The W. Haywood Burns Institute (<http://www.burnsinstitute.org/>) has worked extensively on this issue as has the National Council on Crime and Delinquency (NCCD) and the Center for Juvenile Justice Reform, Georgetown University (<https://cjjr.georgetown.edu/certificate-programs/reducing-racial-and-ethnic-disparities/>) Created Equal: Racial and Ethnic Disparities in the US Criminal Justice System (NCCD: Hartney/Vuong March 2009)

Eligible Grant Expenditures: Grant funds can be used to supplement existing funds dedicated to the project, but may not replace (supplant) funds that have been appropriated for the same purpose. For information on eligible and ineligible costs, refer to the BSCC Grant Administration and Audit Guide, at http://www.bscc.ca.gov/s_correctionsplanningandprograms/. The ESC has determined that award recipients may not use RSAT funds for this grant period to purchase vehicles or rent program space outside of the facility.

Supplanting

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.

Supplanting is strictly prohibited for all BSCC grants. When using outside funds as match, applicants must be careful not to supplant. 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.

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.

Audit Requirements

All grantees are required to have an audit completed within 180 days following the completion of the grant period, as specified below. Reasonable and necessary extensions to the due date may be granted by the BSCC, if requested. 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 this grant.

The Grantee must provide to the BSCC copies of reports generated from either:
The annual City/County Single Audit (as submitted to the State Controller's Office), or
A Grant-Specific audit. The audit must cover the entire grant period.

The BSCC reserves the right to call for a program or financial audit at any time between the execution of the contract and three years following the end of the grant period.

Quarterly Invoices

Disbursement of grant funds occurs on a reimbursement basis for costs incurred during a reporting period. The State Controller's Office will issue the warrant (check) to the individual designated on the application form as the Financial Officer for the grant. Grantees must submit invoices online to the BSCC on a quarterly basis, no later than 45 days following the end of each quarter. Grantees must maintain adequate supporting documentation for all costs claimed on invoices. BSCC staff will conduct on-site monitoring visits that will include a review of documentation maintained as substantiation for project expenditures.

For additional information, refer to the BSCC Grant Administration Guide, found on the BSCC [website](#).

Quarterly Progress Reports

Grant award recipients are required to submit quarterly 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. Once grants are awarded, BSCC will work with grantees to create custom progress reports. Applicable forms and instructions will be available to grantees on the BSCC's website.

Travel

Travel is usually warranted when personal contact by project staff is the most appropriate method of conducting project-related business. Travel to and from training conferences may also be allowed. The most economical method of transportation, in terms of direct expenses to the project and the employee's time away from the project, must be used. Projects are required to include sufficient per diem and travel allocations for project-related personnel, as outlined in the Grant Award, to attend any mandated BSCC training conferences or workshops outlined in the terms of the program.

Travel - Units of Government

Units of government may follow either their own written travel and per diem policy or the State's policy. Units of government that plan to use cars from a state, county, city, district car pool, or garage may budget either the mileage rate established by the car pool or garage, or the state mileage rate, not to exceed the leasing agency rate.

Travel - Community-Based Organizations (CBOs)

A CBO receiving BSCC funds as a subgrantee must use the 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.

Out-of-State Travel

Out-of-state travel is 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 Award, Grantees must submit to the BSCC a separate formal request (on Grantee letterhead) for approval. 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>.

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 Attachment D certifying that they are in compliance with the BSCC's policies on debarment, fraud, theft and embezzlement.

Compliance Monitoring Visits

The BSCC staff will conduct periodic monitoring of each project to assess whether the project is in compliance with grant requirements and making progress toward grant objectives, and provide technical assistance as needed regarding fiscal, programmatic, evaluation and administrative requirements.

RSAT National Conference

Typically, one grantee will be invited to attend the National RSAT Conference (tentatively scheduled to be held in Chicago, Illinois at a date not yet determined). This conference runs for 3-4 days with no associated registration fees. RSAT grant funds may be used to reimburse departments for travel related expenditures such as airfare, mileage, meals, lodging, and other per diem costs. Applicants who would like to be invited to attend this conference may include these costs in the budget section of this application under the "Other" category. Registration information regarding the date, time and location have not yet been determined.

Local Evaluation Plan and Final Local Evaluation Report

As indicated in the 2018 RFP, grantees are required to submit to the BSCC a Local Evaluation Plan and a Local Evaluation Report.

- **Local Evaluation Plan** - The purpose of the Local Evaluation Plan is to ensure that projects funded by the BSCC can be evaluated. Grantees completed the Local Evaluation plan during year-one of the grant and any further modifications to the Local Evaluation Plan must be approved in advance by the BSCC.
- **Local Evaluation Report** - Following project completion, grantees are required to complete a Final Local Evaluation Report which must be in a format prescribed by the BSCC. The purpose of the Local Evaluation Report is to determine whether the overall project (including each individual component) was effective in

meeting the goals laid out in the Local Evaluation Plan. To do this, the grantee must assess and document the effectiveness of the activities that were implemented within each individual project component. These activities should have been identified in the previously submitted Local Evaluation Plan.

Applicants are strongly encouraged to identify research partners early on and include them in the development of the proposal, to better ensure that the goals and objectives listed in the proposal are realistic and measurable. Applicants are also strongly encouraged (but not required) to use outside evaluators to ensure objective and impartial evaluations. Specifically, applicants are encouraged to partner with state universities or community colleges for evaluations. To assist in these efforts, applicants must set aside five (5) percent to ten (10) percent of the grant award requested for data collection, evaluation, and reporting activities and reflect this amount in the Proposed Budget section of the application.

Note: To the extent the local evaluation plan involves research in which either: (1) data is obtained through intervention or interaction with an individual or (2) identifiable private information is obtained from program participants, the local evaluation plan must comply with the requirements of 28 C.F.R. Part 46. This includes compliance with all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent. For additional information on whether 28 C.F.R. Part 46 applies to your local evaluation plan, please see:

<https://ojp.gov/funding/Apply/Resources/ResearchDecisionTree.pdf>

Summary of Key Dates:

June 5, 2020	Reapplications are due to the BSCC via email by 5:00 p.m.
July 1, 2020	Grant year begins
October 15, 2020	First quarterly progress report due covering July – Sept. 2020
November 16, 2020	First quarterly financial invoice due covering July – Sept. 2020
January 15, 2021	Second quarterly progress report due covering Oct. – Dec. 2020
February 15, 2021	Second quarterly financial invoice due covering Oct. – Dec. 2020
April 15, 2021	Third quarterly progress report due covering Jan. – Mar. 2021
May 17, 2021	Third quarterly financial invoice due covering Jan. – Mar. 2021
June 30, 2021	Grant year ends
July 15, 2021	Fourth quarterly progress report due covering Apr. – June 2021
August 16, 2021	Fourth quarterly financial invoice due covering Apr. – June 2021

APPLICANT INFORMATION FORM: INSTRUCTIONS

- A. Applicant:** Complete the required information for the County Sheriff's Office submitting the proposal.
- B. Data Universal Numbers System (DUNS):** Provide Data Universal Numbers System (DUNS) number of the applicant.
- C. Tax Identification Number (TIN):** Provide tax identification number of the Applicant.
- D. Project Title:** Provide the title of the project.
- E. Project Summary:** Provide a summary (100-150 words) of the proposal. Note: this information will be posted to the BSCC's website for informational purposes.
- F. Grant Funds Requested:** Identify the amount of grant funds requested.
- G. Treatment Components That the RSAT Grant Funds Will Be Used For:** Applicants must be able to provide a jail-based substance use disorder treatment program that includes aftercare services. RSAT grant funding may be used for the in-custody component, the aftercare component or both. Identify what components the grant funds will be used for by checking the appropriate box.
- H. Project Director:** Provide the name, title and contact information for the individual responsible for oversight and management of the project. This person must be an employee of the Grantee.
- I. Financial Officer:** Provide the name, title and contact information for the individual responsible for fiscal oversight and management of the project. Typically, this is the individual that will certify and submit invoices. This person must be an employee of the Grantee.
- J. Day-to-Day Program Contact:** Provide the name, title and contact information for the individual who serves as the primary contact person for the grant. Typically, this individual has day-to-day oversight for the project. This person must be an employee of the Grantee.
- K. Day-to-Day Fiscal Contact:** Provide the name, title and contact information for the individual who serves as the primary contact person for fiscal matters related to the grant. This may be the individual who prepares the invoices for approval by the Financial Officer. This person must be an employee of the Grantee.
- L. Authorized Signature:** Complete the required information for the person authorized to sign for the Applicant. This individual must read the assurances under this section, then sign and date in the appropriate field.


If you experience technical difficulties with the application form, please contact:

Veronica Silva, Grant Analyst
Veronica.Silva@bscc.ca.gov

SECTION I: RSAT APPLICANT INFORMATION FORM

A. NAME OF APPLICANT			
NAME OF APPLICANT County of Tulare Sheriff's Office			
B. DATA UNIVERSAL NUMBER SYSTEM (DUNS)		C. TAX IDENTIFICATION NUMBER (TIN)	
DUNS # 071861884		TIN #: 94-60000545	
STREET ADDRESS 36650 Road 112	CITY Visalia	STATE CA	ZIP CODE 93291
MAILING ADDRESS (if different) 36168 Road 112	CITY Visalia	STATE CA	ZIP CODE 93291
D. PROJECT TITLE: Residential Substance Abuse Treatment			
E. PROJECT SUMMARY (100-150 words): This program is for the sole purpose of providing an evidence-based substance abuse recovery program to county jail inmates. With the use of Cognitive Behavioral Therapy interventions, it is the intent of the program to change behaviors and attitudes regarding substance abuse issues and criminal thinking. Discharge planning will be a key component in helping the offender upon release into the community.			
F. GRANT FUNDS REQUESTED:		G. TREATMENT COMPONENTS THAT THE RSAT GRANT FUNDS WILL BE USED FOR (check one box):	
\$ 235,534		IN-CUSTODY <input type="checkbox"/>	AFTERCARE <input type="checkbox"/> BOTH <input checked="" type="checkbox"/>
H. PROJECT DIRECTOR:			
NAME Susanna Reyes	TITLE Inmate Program Manager	TELEPHONE NUMBER 559-735-1669	
STREET ADDRESS 36168 Road 112	FAX NUMBER 559-737-4411		
CITY Visalia	STATE CA	ZIP CODE 93291	EMAIL ADDRESS sireyes1@co.tulare.ca.us
I. FINANCIAL OFFICER:			
NAME Alfredo Parra	TITLE Fiscal Manager	TELEPHONE NUMBER 559-802-9457	
STREET ADDRESS 833 S. Akers Street	FAX NUMBER 559-737-4283		
CITY Visalia	STATE CA	ZIP CODE 93277	EMAIL ADDRESS acparra@co.tulare.ca.us
PAYMENT MAILING ADDRESS (if different) NA	CITY NA	STATE NA	ZIP CODE NA
J. DAY-TO-DAY PROGRAM CONTACT:			
NAME Nicole Salinas	TITLE Inmate Program Specialist	TELEPHONE NUMBER 559-735-1672	
STREET ADDRESS 36168 Road 112	FAX NUMBER 559-737-4411		

CITY	STATE	ZIP CODE	EMAIL ADDRESS
Visalia	CA	93291	nsalinas@co.tulare.ca.us

K. DAY-TO-DAY FISCAL CONTACT:			
NAME	TITLE	TELEPHONE NUMBER	
Kelly Rigsby	Accountant	559-802-9459	
STREET ADDRESS		FAX NUMBER	
833 S. Akers Street		559-737-4283	
CITY	STATE	ZIP CODE	EMAIL ADDRESS
Visalia	CA	93277	kgrigsby@co.tulare.ca.us
L. AUTHORIZED SIGNATURE			
By signing this application, I hereby certify that I am vested by the Applicant with the authority to enter into contract with the BSCC, and that the grantee and any subcontractors will abide by the laws, policies and procedures governing this funding.			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
Pete Vander Poel	Chairman	559-636-5000	grants@co.tulare.ca.us
STREET ADDRESS	CITY	STATE	ZIP CODE
2800 W. Burrel Avenue	Visalia	CA	93291
APPLICANT'S SIGNATURE (Blue Ink Only)			DATE
			June 2, 2020

CONFIDENTIALITY NOTICE

All documents submitted as a part of the RSAT proposal are public documents and may be subject to a request via 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.)

SECTION II: PROJECT GOALS PROGRESS AND PLAN

Instructions: Please respond to the questions below using an Arial 12-point font.

- 1) Based on the project goals and description identified in your original proposal, please discuss the progress your project made during the second year of funding.

Based off the original proposal and goals, the RSAT project has successfully maintained a separate housing unit to operate a residential program that uses structured social learning and evidence-based behavioral interventions to target criminogenic risk factors and treat substance use disorders. During the second year, the project has successfully added the MATRIX model for Criminal Justice settings into its weekly schedule increasing the programs dosage hours, implemented individualized treatment planning, and increased immediate and spontaneous rewards. The RSAT project also uses the Adult Adolescent Parenting Inventory to assess parenting and child attitudes to identify low, moderate, and high risk for child maltreatment.

- 2) What goals have been established for year-three of the project that will improve your project or build upon your initial efforts in year-two?

The goals that have been established for year-three include piloting the Avenues to Success program, which includes a Multi-Disciplinary Team (MDT) for all participants of RSAT. This program involves extensive case management planning with a whole-person approach to behavior intervention, recovery and re-entry.

- 3) What efforts did your project make toward implementing effective correctional practices in year-two?

The RSAT project continued established interventions that addressed criminogenic needs, increased dosage hours recommended by the Risk, Need, and Responsivity Model (RNR), increased staff training that specifically addressed Racial and Ethnic Disparities, Motivational Interviewing, and certifying staff as Thinking for a Change facilitators. The RSAT project piloted, logged and tracked new interventions, assessments, curriculum, and empirical literature. Lastly, direct Clinical supervision increased to evaluate progress and enhance fidelity.

- 4) What additional efforts will you make in year-three to increase your capacity to deliver effective correctional practices aimed at reducing recidivism?

In year-three, the RSAT project will increase positive reinforcements, pilot a responsivity assessment, combine Avenues to Success into RSAT project, which will connect offenders directly to Well Path services. The program director will facilitate monthly in-house aftercare meetings and work directly with reentry planning. The program director will increase collaboration with Clinical Director to ensure compliance with professional treatment standards and practices.

- 5) List the criminogenic targets of your project in the table below. For each target identify the intervention(s) used to address it with offenders and the method by which you will determine success. Add additional rows to the table to accommodate additional targets.

Criminogenic target(s)	Intervention used to address target(s)	Method(s) used to determine whether criminogenic targets have been successfully addressed
Substance Abuse	Contingency management system with Sanctions and rewards Cognitive behavior therapy, Role-Playing Motivational interviewing and interactive journaling through The Matrix Early Recovery Skills (ERS) Relapse Prevention (RP) Thinking for a Change (T4C), Residential Drug Abuse Program (R.D.A.P) Series	Outcome Assessment And Reporting System (OAARS, Criminal Thinking Scale (CTS) The Correctional Assessment and Intervention System (CAIS), and Character counts personal inventory, Individual Treatment Plans and Residential Substance Abuse Skills Acquisition
Maladaptive Cognitive and Emotional process	Contingency management system with Sanctions and rewards Cognitive behavior therapy, Role-Playing Motivational interviewing and interactive journaling through The Matrix Early Recovery Skills (ERS) Relapse Prevention (RP) Thinking for a Change (T4C), Residential Drug Abuse Program (R.D.A.P) Series	Outcome Assessment And Reporting System (OAARS, Criminal Thinking Scale (CTS) The Correctional Assessment and Intervention System (CAIS), and Character counts personal inventory, Individual Treatment Plans and Residential Substance Abuse Skills Acquisition
Employment/Education	Education classes / HiSET Program, Pathway to Employment Connections (P.E.C) Transitional program, Vocational training	HiSET Exam, Offender Reintegration Scale (OARS) Survey of Offender Barriers to Reentry and Employment
Parenting/Family relationships	The Nurturing Parenting Program and Father Read Program/ Thinking for a Change a cognitive behavior therapy	Adult Adolescent Parenting Inventory-1 and 2 (AAP1/2)
Environmental Influences	Contingency management system with Sanctions and rewards Cognitive behavior therapy, Role-Playing Motivational interviewing and	Outcome Assessment And Reporting System (OAARS, Criminal Thinking Scale (CTS) The Correctional Assessment and

	interactive journaling through The Matrix Early Recovery Skills (ERS) Relapse Prevention (RP) Thinking for a Change (T4C), Residential Drug Abuse Program (R.D.A.P) Series, Avenues to Success	Intervention System (CAIS), and Character counts personal inventory, Individual Treatment Plans and Residential Substance Abuse Skills Acquisition, Multi-Disciplinary Team (MDT)
Criminal Attitude	Contingency management system with Sanctions and rewards, Cognitive behavior therapy, Role-Playing Motivational interviewing and interactive journaling through The Matrix Early Recovery Skills (ERS) Relapse Prevention (RP) Thinking for a Change (T4C), Residential Drug Abuse Program (R.D.A.P) Series, Avenues to Success	Outcome Assessment And Reporting System (OAARS), Criminal Thinking Scale (CTS) The Correctional Assessment and Intervention System (CAIS), and Character counts personal inventory, Individual Treatment Plans and Residential Substance Abuse Skills Acquisition, Multi-Disciplinary Team (MDT)

- 6) Discuss how the use of Medication Assisted Treatment (MAT) and Mental Health Services are incorporated into RSAT program to address opioid use for both in-custody and aftercare participants.

Prior to release from custody, Wellpath coordinates continued treatment for all clients of the Wellpath system as needed. Additionally, the RSAT program utilizes two community-based organizations (CBO) to meet any medically assisted treatment (MAT) needs through referrals and intake appointments scheduled prior to release from custody. The Bay Area Addiction Research and Treatment and Kings View have locations throughout Tulare County that provide onsite physical examinations, counselor review, drug testing and an initial dose of medication as needed.

- 7) Provide an implementation workplan (use Attachment E template provided) that includes an outline of the project's major phases and milestones through goals and objectives that are SMART: specific, measurable, achievable, relevant, and time- specific.

- 8) How many in-custody participants were served in year-two of your project?

There were approximately 151 participants in year-two of the RSAT Project.

9) How many in-custody participants will be served in year-three of your project?

We approximate 150 participants for year-three.

10) How many aftercare participants were served in year-two of your project?

There were approximately 117 participants served in year-two.

11) How many aftercare participants will be served in year-three of your project?

We approximate 115 participants for year-three.

12) Please describe how your project provides aftercare services relative to the required elements in the RSAT program design as listed below. Please address each element in your response.

After completion from the RSAT program and with collaboration from Tulare County Probation and other community-based organizations, staff attempts to contact all clients on monthly bases via telephone to review transition plan. The transition plan incorporates SMART goals created by participant based on need and risk assessments. In addition, resources, referrals and counseling are provided to clients based on individual need. Clients are also able to attend a monthly Aftercare group held in-house for additional supportive services and referrals.

- *Aftercare services to those individuals who have completed the in-jail component of the RSAT program for up to one year;*
- *Collaboration with and coordination between the in-jail treatment program and other social service and rehabilitation programs, education and job training, parole supervision, halfway houses, self-help, and peer group programs;*
- *Collaboration with local authorities and organizations involved in substance abuse treatment to assist in the providing Mental Health Services and MAT and the placement of program participants into community substance abuse treatment facilities or non-residential aftercare services upon release; and*
- *Coordination of all aftercare services with local Substance Abuse and Mental Health Services Administration-funded departments that address the needs of the RSAT target population.*

SECTION III WORKPLAN

Instructions: Complete the Project Implementation Workplan located in Attachment E. This template identifies measurable goals and objectives, activities and services, the responsible parties and a timeline. List only the top three goals of the project aimed at project implementation for the third year of funding.

SECTION IV: PROJECT BUDGET

Instructions: Complete the RSAT Budget Table on the following page to show the grant funds being requested (Column A) and the match funds being committed (Columns B and C). Applicants may request up to \$314,046 in funding for year-three.

While some departments may use different line items as a part of their budget processes, these are the line items that must be used when invoicing the BSCC for reimbursement of expenditures.

Note:

- Applicants are to copy and paste the Budget Table into a separate document.
- Report amounts in whole dollars only. Please double-check all math.
- Applicants are not required to request funds for every line item in the BSCC Budget. If you are not requesting funds for a certain line item, simply list \$0.
- All applicants must contribute a 25 percent (25%) match of the funds awarded to the recipient (cash or in-kind) is required.

It is not necessary to align grant dollars with match dollars in the same line item, as long as the combined total of Columns B and C equals 25% of the total of Column A.

The federal formula used to calculate the match is:

Award Amount divided by .75%; multiplied by .25%

Example: For an award amount of \$350,000, match would be calculated as follows:

$\$350,000 / 75 \text{ percent} = \$466,667$ (total grant funding requested)

$25 \text{ percent} \times \$466,667 = \$116,667$ match

- All funds must be used consistent with the requirements of the BSCC Grant Administration Guide, located on the BSCC [website](#). Applicants should reference this Guide for definitions and other guidance in preparing a budget.

BUDGET TABLE FY 2020-2021	
RSAT Budget Table for <u>County of Tulare Sheriff's Office</u> <i>Name of Applicant</i>	
Total combined project costs of the In- Custody and Aftercare components (include all leveraged funding used to support the overall program):	\$ 603,641
Estimated project costs for In- Custody only component (include all leveraged funding used to support the overall program):	\$592,366
Estimated project costs for Aftercare only component of the program (include all leveraged funding used to support the overall program):	\$ 11,275
List all non-RSAT related funding sources that will be leveraged to support the project costs for the In-Custody only component (e.g., general fund, AB 109): Inmate Trust Fund, AB109, and general fund	

List all non-RSAT related funding sources leveraged to support the project costs for the Aftercare only component (e.g., general fund, AB 109): Inmate Trust Fund, AB109, and general fund

BSCC BUDGET For RSAT Grant Funds Requested				
BSCC Budget Line Item	A. Grant Funds	B. Cash Match	C. In-Kind Match	D. Total (A+B+C)
1. Salaries and Benefits	\$48,435	\$16,145	\$0	\$64,580
2. Services and Supplies	\$8,597	\$2,866	\$0	\$11,463
3. Professional Services	\$0	\$0	\$0	\$0
4. Community-Based/Non-Governmental Organization (CBO/NGO) Subcontracts	\$158,297	\$52,766	\$0	\$211,063
5. Indirect Costs	\$0	\$0	\$0	\$0
6. Equipment/Fixed Assets	\$0	\$0	\$0	\$0
7. Project Evaluation	\$19,830	\$6,610	\$0	\$26,440
8. Other (Travel, Training, etc.)	\$375	\$125	\$0	\$500
TOTALS	\$235,534	\$78,512	\$0	\$314,046

What to Include in each Budget Line Item:

1. **Salaries and Benefits:** In this line, include salaries and benefits ONLY for staff of the Applicant. Salaries and benefits associated with partner agencies, subgrantees or subcontractors should be included in the applicable line item (e.g. Professional Services, CBO Contracts, etc.).
2. **Services and Supplies:** In this line, include grant funds or match associated with services and supplies purchased or donated by the applicant. Services and supplies purchased by partner agencies, subgrantees or subcontractors should be included in the applicable line item (e.g. Professional Services, CBO Contracts, etc.).
3. **Professional Services:** In this line item, include grant funds or match associated with public agency or professional consultant subcontracts.
4. **Community-Based/Non-Governmental Organization (CBO/NGO) Subcontracts:** In this line, include grant funds or match associated with CBO/NGO subcontracts.

5. Indirect Costs: Indirect 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. Indirect costs must be based on either the applicant's approved Indirect Cost Rate Plan or on a Cost Allocation Plan. Indirect cost guidelines can be found in the BSCC Grant Administration Guide, located on the BSCC [website](#).
6. Equipment and Fixed Assets: In this line, include grant funds or match associated with equipment and fixed assets purchased or donated by the Applicant. Equipment and fixed assets are defined as nonexpendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Items that do not meet this threshold should be included in the Services and Supplies category. Equipment and fixed assets purchased by partner agencies, subgrantees or subcontractors should be included in the applicable line item (e.g. Professional Services, CBO Contracts, etc.).
7. Project Evaluation: In this line, include all grant funds or match associated with evaluation efforts, even if they would otherwise fall into one of the other line items (e.g., Salaries & Benefits or Professional Services).
8. Other (Travel, Training, Etc.): In this line, include ONLY training, travel or other costs encumbered by the Applicant. Training, travel or other costs encumbered by partner agencies, subgrantees or subcontractors should be included in the applicable line item (e.g. CBO Subcontracts, etc.). Note: Out-of-state travel is permissible in certain cases. The use of federal funds for out-of-state travel is monitored very closely. Justification for out-of-state travel (OST) undergoes a high level of review and scrutiny and approval is granted only in limited cases. Even out-of-state travel included in a proposed budget requires separate approval by BSCC.

SECTION V: BUDGET NARRATIVE

Instructions: The purpose of the Budget Narrative is to provide support and explanation for the amounts requested (and match funds committed) in the Budget Table.

The Budget Narrative must be submitted in Arial 12-point font.

Provide the information listed under each line item below with narrative to explain how the requested grant funds and match will be used to achieve project goals. If you are not requesting funds in a particular category, list \$0 on the Grant Funds Requested line and "N/A" on the Narrative Detail line.

1. Salaries and Benefits

List the classification/title, percentage of time, salary or hourly rates, and benefits (if applicable) for every staff person from the applicant that will be funded by the grant or committed as match to the grant. Briefly describe their roles/responsibilities within the RSAT project.

a. Grant Funds Requested: \$48,435

Narrative Detail: Tulare County Sheriff's Office "Inmate Program Specialist", one FTE, salary and benefit total \$64,580 assigned who has day-to-day oversight of the program, working with the counselors and inmates. The IPS 's duties include gathering data, monitoring entries in client's files, and observing classes for content and modalities. The IPS is also responsible for coordinating biweekly meetings, allowing staff the ability for input and the opportunity for briefing of special cases.

b. Match: \$16,145

Narrative Detail: All matching funds identified in this budget document will come from our Inmate Welfare Trust account. The match does not include the leveraged costs of the Inmate Program Specialist supervisor, the Project Manager, or specially assigned correctional deputy's to the RSAT housing unit.

2. Services and Supplies

Itemize all services and supplies purchased by the applicant.

a. Grant Funds Requested: \$8,597

Narrative Detail: We anticipate a total of \$11,463 to be spent on this category. The expected service and supplies include workbooks and laptops, for the inmates structured classroom use, assessment tools, curriculum, testing supplies and drug testing supplies. Additional expenses include laptops to be used only for our RSAT inmates to help in the success of the program, program incentives are given to the inmates on a monthly basis as well as gift vouchers for part of our rewards and a way to keep inmates checking in during the after-care portion of our program. RSAT grant funds will continue to be used to purchase the following program materials: inmate clothes and supplies as needed, RDAP, Nurturing Parenting, OAARS, ORS, Getting it Right and Road to Reentry.

b. Match: \$2,866

Narrative Detail: N/A

3. Professional Services

List the names of any public agencies or professional consultants that will work on the project. Show the amount of funds allocated to each and itemize the services that will be provided. List any positions to be funded, including classification/title, percentage of time, salary or hourly rates, and benefits (if applicable).

a. Grant Funds Requested: \$0

Narrative Detail: N/A

b. Match: \$0

Narrative Detail: N/A

4. Community-Based/Non-Governmental Organization (CBO/NGO) Subcontracts

List the names of all CBO/NGO that will work on the project, if known. Show the amount of funds allocated to each and itemize the services that will be provided. Include any positions to be funded, including classification/title, percentage of time,

salary or hourly rates, and benefits (if applicable). If a community partner has not been selected as of the date of the submission of the application, identify the amount of grant funds that will be allocated and describe the services to be provided.

a. Grant Funds Requested: \$158,297

Narrative Detail: TCSO will continue to collaborate with the sole subgrantee Champions Recovery Alternative Programs, Inc., based in Kings County, to provide four FTE position Alcohol & Other Drug (AOD) counselors. One AOD counselor will be assigned to assist with aftercare while the other three will be primarily assigned to in-custody. A portion of one Director of Clinical Services and one AOD Senior Specialist to oversee the project and AOD counselors in addition to other operating overhead and expenses.

b. Match: \$52,766

Narrative Detail: N/A

5. Indirect Costs

Itemize all indirect costs. Indirect costs must be based on either the grantee's approved Indirect Cost Rate Plan or on a Cost Allocation Plan. Indirect cost guidelines can be found in the BSCC Grant Administration Guide, located on the BSCC [website](#).

a. Grant Funds Requested: \$0

Narrative Detail: N/A

b. Match: \$0

Narrative Detail: N/A

6. Equipment/Fixed Assets

Itemize all equipment and fixed assets to be purchased by the Grantee.

a. Grant Funds Requested: \$0

Narrative Detail: N/A

b. Match: \$0

Narrative Detail: N/A

7. Project Evaluation

Itemize all costs associated with evaluation efforts for this project.

a. Grant Funds Requested: \$19,830

Narrative Detail: Barbara Aved, PHD, of Barbara Aved & Associates (BAA) will continue to provide data collection, progress reporting, and data analysis of the information collected during the inmates stay in jail as well as their aftercare activities. Other agencies have used BAA as part of their data collection and analysis as has the RSAT program.

b. Match: \$6,610

Narrative Detail: N/A

8. Other (Travel, Training, etc.)

Itemize all costs that do not fit into the categories listed above, including travel and training. At a minimum, applicants should budget the potential cost of attending the National RSAT Conference in Virginia.

a. Grant Funds Requested: \$375

Narrative Detail: Curriculum for training our staff within the program as well as possible trainings that the staff may attend to benefit the RSAT program.

b. Match: \$125

Narrative Detail: N/A

Attachment A

2017-2021 RSAT EXECUTIVE STEERING COMMITTEE ROSTER

	Name	Title	Organization
1	Dean Growdon, Chair	Sheriff	Lassen County Sheriff's Department & BSCC Board Member
2	Shannon Robinson, MD	Senior Psychiatrist	Statewide Telepsychiatry Program, California Department of Corrections and Rehabilitation
3	Karen S. Dalton, Dr. PH	Jail Manager	Los Angeles County Sheriff's Department
4	Renee Smith	Programs & Service Manager	Solano County Sheriff's Office
5	Robert Hadley	Lieutenant	Butte County Sheriff's
6	Patricia Ceballos,	Reentry Program Coordinator	San Diego Sheriff's Department
7	Douglas Snell	Correctional Lieutenant	Avenal State Prison, California Department of Corrections and Rehabilitation

Attachment B

Evidence-Based Resources

The websites provided below may be useful to applicants in the proposal development process. This list is not exhaustive, and it is offered as a suggested starting point for applicants to use in researching evidence-based programs, practices, and strategies.

Blueprints for Violence Prevention

<http://www.colorado.edu/cspv/blueprints/index.html>

Board of State and Community Corrections

[http://www.bscc.ca.gov/s_evidence-basedpractices\(ebp\).php](http://www.bscc.ca.gov/s_evidence-basedpractices(ebp).php)

California Institute of Behavioral Health Solutions

<http://www.cibhs.org/evidence-based-practices-0>

Coalition for Evidence-Based Policy

<http://evidencebasedprograms.org/>

CrimeSolutions.gov

<http://www.crimesolutions.gov/>

Evaluating Drug Control and System Improvement Projects

Guidelines for Project Supported by the Bureau of Justice Assistance

<https://www.bja.gov/evaluation/guide/documents/nijguide.html>

Find Youth Information

<http://www.findyouthinfo.gov/>

Justice Research and Statistic Association

<http://www.jrsa.org/>

National Criminal Justice Reference Service (NCJRS)

"Preventing and Reducing Youth Crime and Violence: Using Evidence-Based Practice."

A report prepared by Peter Greenwood, Ph.D., for the California Governor's Office of Gang and Youth Violence Policy, 2010.

<https://www.ncjrs.gov/App/Publications/abstract.aspx?ID=255934>

National Institute of Corrections

<http://nicic.gov/Library/>

National Institute of Justice, New Tool for Law Enforcement Executives

<http://nij.gov/five-things/>

National Reentry Resource Center

<http://nationalreentryresourcecenter.org/>

Office of Justice Programs – Crime Solutions.gov

<http://www.CrimeSolutions.gov>

Office of Juvenile Justice and Delinquency Prevention Model Program Guide
<http://www.ojjdp.gov/mpg/>

Peabody Research Institute, Vanderbilt University, Director Mark Lipsey
<http://peabody.vanderbilt.edu/research/pri/publications.php>

Promising Practices Network
<http://www.promisingpractices.net/>

Reducing Recidivism to Increase Public Safety: A Cooperative Effort by Courts and Probation Hon, J. Richard Couzens, Placer County Superior Court (Ret.)
<http://www.courts.ca.gov/documents/EVIDENCE-BASED-PRACTICES-Summary-6-27-11.pdf>

Substance Abuse and Mental Health Services Administration
www.samhsa.gov/ebpwebguide

The National Documentation Centre on Drug Use
<http://www.drugsandalcohol.ie/3820/>

University of Cincinnati, Effective Programs/Curricula Recommendations
http://www.bscc.ca.gov/downloads/Univ_of_Cincinnati_Curricula_Recommendations_Oct_2011.pdf

Washington State Institute for Public Policy
<http://www.wsipp.wa.gov/>

Attachment C

SAMPLE RESOLUTION OF THE GOVERNING BOARD

Each grantee must submit a resolution from their Governing Board that includes, at a minimum, the assurances outlined in the sample below. Applicants are encouraged to submit the Resolution with their proposal. Awardees must have a resolution on file before a fully executed grant agreement can be completed.

WHEREAS the *(insert name of applicant, county department)* desires to participate in the Residential Substance Abuse Treatment (RSAT) for State Prisoners Program, federally funded through the Bureau of Justice Assistance (BJA) and administered by the Board of State and Community Corrections (hereafter referred to as BSCC).

NOW, THEREFORE, BE IT RESOLVED that the *(insert title of designated official)* is authorized on behalf of this 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 federal grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

BE IT FURTHER RESOLVED that *(insert county department)* agrees to provide all matching funds required for said project and abide by the statutes and regulations governing the federal Grants Program as well as the terms and conditions of the Grant Agreement as set forth by the BSCC.

Passed, approved, and adopted by the Governing Board of *(name of 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: _____

Attachment D

Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft, and 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.

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.

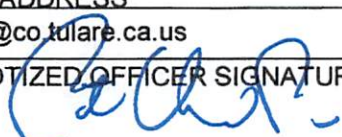
By checking the following boxes and signing below, applicant affirms that:

☒ 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.

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER Pete Vander Poel	TITLE Chairman	TELEPHONE NUMBER 559-636-5000	
STREET ADDRESS 2800 W. Burrel Avenue	CITY Visalia	STATE CA	ZIP CODE 93291
EMAIL ADDRESS grants@co.tulare.ca.us			
AUTHORIZED OFFICER SIGNATURE 			DATE June 2, 2020

Attachment E

RSAT Implementation Workplan

Please complete a 1-page Project Implementation Workplan using the template below. This Project Implementation Workplan identifies measurable goals and objectives, activities and services, the responsible parties and a timeline. To build the RSAT Implementation Workplan, copy and paste the following tables into a separate document. List only the top three goals of the project aimed at project implementation for the third year of funding.

Goal 1:	Decrease Criminal behaviors and recidivism		
Objectives:	a) Identify the nature and history of legal problems b) Identify and replace criminal behavior with prosocial behaviors c) Improve ability to find and manage social, occupational, financial and living situations sufficiently to increase probability of maintaining recovery from substance use disorder		
Project Activities: (that support goal and objectives)	Responsible staff/ partners	Timeline	
		Start Date	End Date
Continue Pilot Log	IPS-Salinas/Champions	07/01/2020	06/30/2021
Increase Clinical Supervision	Susanna/Champions	07/01/2020	06/30/2021
Increase spontaneous rewards	TCSO/Champions	07/01/2020	06/30/2021
Continue Individual treatment	IPS- Salinas/ Champions	07/01/2020	06/30/2021
Continue established models	TCSO/Champions	07/01/2020	06/30/2021
Avenues to Success	TCSO/Probation/ Well Path/HHSA/CBO	07/01/2020	06/30/2021

Goal 2:	Enhance Parenting and Family Relationships		
Objectives:	a) Learn and implement positive parenting techniques to help gain visitation/custody with children b) Learn and implement problem solving skills for approaching family problems c) Promote positive parenting skills and help prevent child abuse and neglect		
Project Activities: (that support goal and objectives)	Responsible staff/ partners	Timeline	
		Start Date	End Date
APPI-1/2 Assessments	IPS-Salinas/ Champions	07/01/2020	06/30/2021
Mother/Father Read Program	TCSO	07/01/2020	06/30/2021
Provide Staff training	TCSO/ Champions	07/01/2020	06/30/2021
Nurturing Parenting Program	Champions	07/01/2020	06/30/2021

Goal 3:	Enhance employment and education skills to increase probability of employment after release.		
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Objectives:	a) Every participant will attend a one-week workshop to enhance interviewing and resume building skills				
	b) To develop basic employment skills, knowledge and competencies needed to maintain pro-social work ethics				
	c) Provide access to a high school equivalency test through the HiSET exam while in-custody				
	d) Provide vocational training and certification				
Project Activities: (that support goal and objectives)	Responsible staff/ partners	Timeline			
		Start Date	End Date		
		Reentry planning/ P.E.C	TCSO/ W.I.B/ Champions	07/01/2020	06/30/2021
		HiSET Exam/ GED Prep	TCSO/ Visalia Adult School	07/01/2020	06/30/2021
		Vocational Training	TCSO/Visalia Adult School/CBO	07/01/2020	06/30/2021