

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Probation

BOARD AGENDA # \*B-8

Urgent

Routine

AGENDA DATE June 19, 2012

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval for the Chief Probation Officer to Apply for and Accept a Juvenile Accountability Block Grant (JABG) from the Corrections Standards Authority (CSA) to Provide Services and Activities to Assist Youthful Offenders in Curbing Their Criminal Behaviors

STAFF RECOMMENDATIONS:

1. Authorize the Chief Probation Officer to apply for and accept the Juvenile Accountability Block Grant from the Corrections Standards Authority and to sign all necessary documents related to the Grant including all contracts.
2. Approve a Resolution as required by the Corrections Standards Authority authorizing the Chief Probation Officer to apply for and accept the Juvenile Accountability Block Grant.
3. Authorize the Auditor Controller to increase appropriations and estimated revenue by \$36,837 as detailed in the Budget Journal.

FISCAL IMPACT:

The Juvenile Accountability Block Grant (JABG) will pay for contracts with United Way, Behavioral Health and Recovery Services, and for a community based organization to provide an Alcohol and Other Drugs program to minors detained in Juvenile Hall. The funds will also be utilized to purchase materials to administer Cognitive Behavioral Therapy (CBT) groups.

(Continued page 2)

BOARD ACTION AS FOLLOWS:

No. 2012-295

On motion of Supervisor Withrow, Seconded by Supervisor Chiesa  
and approved by the following vote,

Ayes: Supervisors: Chiesa, Withrow, Monteith, De Martini, and Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2)        Denied

3)        Approved as amended

4)        Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval for the Chief Probation Officer to Apply for and Accept a Juvenile Accountability Block Grant (JABG) from the Corrections Standards Authority (CSA) to Provide Services and Activities to Assist Youthful Offenders in Curbing Their Criminal Behaviors

**FISCAL IMPACT: (Continued)**

The total grant funding available from the Corrections Standards Authority (CSA) is \$36,837. This is a decrease of \$10,708 from the funding received in Budget Year 2011-2012. The grant requires the County to provide a cash match of 10% or \$4,093 based on the federal formula, which will be provided through staffing costs associated with administering CBT groups. The County has received a total of \$303,601 in JABG funding over the last eight years. The grant was submitted on June 1, 2012, to ensure the deadline for application was met.

**DISCUSSION:**

The CSA has made funding available to counties through a Federal Juvenile Accountability Block Grant (JABG) program. This program is intended to promote greater accountability of juveniles in the justice system. The goal is to hold juvenile offenders accountable for their criminal activities and to provide services and activities to assist youthful offenders in curbing their criminal behaviors. Funding levels for local governments are based upon a jurisdiction's crime index and law enforcement expenditures. In Stanislaus County, the funding available is \$36,837. Board approval is required in order to implement the grant award.

To ensure that the funds are used for accountability purposes, funds must be expended within one or more of 17 purposes stated in the legislation. The Probation Department has proposed expending funds in the following purpose areas:

Purpose Area 1 - Graduated Sanctions:

Funding in the amount of \$10,000 will be utilized to contract with the United Way to provide a community service program for juvenile offenders. This will provide another option in the graduated sanctions offered to juvenile offenders.

Purpose Area 11 - Accountability Programs:

Funding in the amount of \$13,000 will be used to contract with a community based organization to provide an evidence-based Alcohol and Other Drugs (AOD) youth treatment program for detained juvenile offenders.

Funding in the amount of \$9,837 will be utilized to contract with Behavioral Health and Recovery Services to provide an evidence-based Alcohol and Other Drug (AOD) youth treatment program for juvenile offenders in the community. JABG funds will serve youth that do not meet the criteria for a more intensive program.

Funding in the amount of \$4,000 will be utilized to purchase program materials to facilitate a Cognitive Behavior Therapy (CBT) program for juvenile offenders.

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Approval for the Chief Probation Officer to Apply for and Accept a Juvenile Accountability Block Grant (JABG) from the Corrections Standards Authority (CSA) to Provide Services and Activities to Assist Youthful Offenders in Curbing Their Criminal Behaviors

**DISCUSSION: (Continued)**

The acceptance of this funding will provide programs that will hold juvenile offenders accountable while working to curb their criminal behavior. The funding will also provide services that allow these offenders to repay the community in which they offended by completing community service hours. These services would not be available without the additional funding made available through the JABG.

**POLICY ISSUE:**

Board approval to apply for and accept this funding is required by CSA. Utilization of this funding will enhance services and activities to assist youthful offenders in curbing their criminal behaviors; consistent with the Board's stated priorities of A Safe Community, Effective Partnerships, and Efficient Delivery of Public Service.

**STAFFING IMPACT:**

There are no staffing impacts associated with this agenda item. Existing staff will be used to provide services related to this grant.

**CONTACT PERSON:**

Leticia Ruano, Division Director. Telephone: 209-525-4505.

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
STATE OF CALIFORNIA

Date: June 19, 2012

No. 2012-295

On motion of Supervisor Withrow Seconded by Supervisor Chiesa  
and approved by the following vote,

Ayes: Supervisors: Chiesa, Withrow, DeMartini, Monteith and Chairman O'Brien,

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

THE FOLLOWING RESOLUTION WAS ADOPTED:

Item # \*B-8

**Approval for the Chief Probation Officer to Apply for and Accept a Juvenile Accountability Block Grant (JABG) from the Corrections Standards Authority (CSA) to Provide Services and Activities to Assist Youthful Offenders in Curbing Their Criminal Behaviors**

WHEREAS, the Stanislaus County Probation Department desires to receive and utilize federal grant funds available through the Juvenile Accountability Block Grant (JABG) Program administered by the Corrections Standards Authority (hereafter referred to as CSA); and,

WHEREAS, Stanislaus County agrees to provide all matching funds required for said project, and abide by the statutes and regulations governing the JABG Program as well as the terms and conditions of the Grant Agreement set forth by the CSA; and,

WHEREAS, grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

NOW, THEREFORE BE IT RESOLVED that the Chief Probation Officer is authorized on behalf of the Board of Supervisors to apply for and accept the JABG funding and sign the Grant Agreement with the CSA, including the amendments thereof, and all related contracts.

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk  
Stanislaus County Board of Supervisors,  
State of California





California Department of Corrections & Rehabilitation

**Corrections Standards Authority**

Issued April 2012

# Juvenile Accountability Block Grant Program (JABG)

2012/2013  
Direct Allocation  
Grants Application  
Packet



## Overview of Grant Award

The Juvenile Accountability Block Grants (JABG) Program, administered at the federal level by the Office of Juvenile Justice and Delinquency Prevention (OJJDP), supports state and local efforts to reduce juvenile crime through programs that focus on offender accountability (Public Law 107-273). As the designated state agency for this federally funded program, the Corrections Standards Authority (CSA) distributes the Federal annual allocations to those local jurisdictions meeting the federal funding threshold to receive a direct allocation. The grant year will cover July 1, 2012 through June 30, 2013. Please note that on July 1, 2012 pursuant to Senate Bill 92, the CSA, currently a division of the California Department of Corrections and Rehabilitation, will cease to exist and the Board of State and Community Corrections (BSCC) will be created. All of the duties and personnel of the CSA will transfer to the BSCC. The BSCC will be an independent agency reporting directly to the Governor. The JABG application and related contract documents that are needed to process 2012/13 JABG funding will reflect this transfer of authority.

This year, local jurisdictions that meet the threshold for receiving a direct allocation will receive an additional amount of funding (see Appendix A). This opportunity comes as a result of an excess in discretionary JABG funding that remains unspent. If unused, these funds revert back to the federal government rather than directly benefiting the California local programs that qualify for JABG funding. In an attempt to maximize the fiscal support of local programs, these funds are being redirected to serve their intended purpose. Although this enhancement was also available to augment the 2011/12 allocation and is available again this year, it should be considered as a one-time funding opportunity. Future availability of these funds is dependent upon unspent discretionary JABG funding remaining on a year-to-year to year basis.

California's State Advisory Committee on Juvenile Justice and Delinquency Prevention (SACJJDP), which oversees the use of federal funds administered by CSA, identified three priority areas in their new three-year Strategic Plan on which California is to focus its efforts. The three priority areas are:

1. Disproportionate Minority Contact – includes direct services, education/awareness, and support through resources and advocacy to address any disparities in the decision-making processes within the juvenile justice system that impact youth of color and the corresponding disproportionality of youth of color coming into contact with the juvenile justice system.
2. Evidence-Based Practices - places an emphasis on achieving measurable outcomes and making sure that the services provided and the resources used are effective. It involves using research-based, and scientific studies to identify interventions that reliably produce significant reductions in recidivism, when correctly applied to offender populations through the use of the following four principles of effective intervention:
  - a. Risk Principle – focuses on attention on the crucial question of WHO is being served and calls for targeting the highest risk offenders.
  - b. Need Principle – requires that priority be given to addressing criminogenic risk/need factors with a clear focus on WHAT programs are delivered.
  - c. Treatment Principle – conveys the importance of using behavioral treatment approaches to achieve the best possible outcomes and requires attention to the questions of HOW programs are delivered.
  - d. Fidelity Principle – draws attention to HOW WELL programs are delivered and reiterates the necessity that programs be implemented as designed.

Successful implementation of EBP includes organizational development to create and sustain a culture accepting of best practices and evidence-based approaches, including a commitment

to initial and ongoing professional development and training, use of validated risk/needs assessment tools, data collection and analysis, use of programs and practices known to produce positive criminal justice outcomes, quality assurance assessments to ensure program fidelity, performance management to improve programs and policies, a "systems change approach" to develop collaborations so that tasks, functions and sub-units work effectively together and not at cross-purposes, and a focus on sustainability.

3. A strategy to support efforts to develop and strengthen services, programs, and policies that promote positive outcomes for youth, their families, and communities – focuses on system improvement of juvenile detention policy and practice and may include programs, research, and other initiatives to examine issues or improve practices, policies, or procedures on a system wide basis (e.g., examining problems affecting decisions from arrest to disposition and detention to corrections).

The SACJJDP encourages JABG recipients to align the use of their direct allocation with the three priority areas identified in the SACJJDP's Strategic Plan.



## Application Requirements

**Due Date:** This application is due to the CSA via e-mail by June 1, 2012. A signed, hard copy of the application is to follow, submitted by the applicant via U.S. mail.

**Eligible Applicants:** Units of local government meeting the minimum federal funding threshold are eligible to apply for the formula-based direct allocation. **Please refer to Appendix A for a listing of eligible units of local government, including the federally determined grant amount for each.** Localities shall designate an implementing agency for the grant project.

**Local Advisory Board:** Under federal law, a local advisory board must review a Coordinated Enforcement Plan (CEP) outlining how JABG funds will be expended. For the purpose of this grant, this application is the CEP. The board must include, if appropriate, representatives from the police, sheriff and probation departments, district attorney's office, juvenile court, education, social services, a nonprofit and nongovernmental victim advocacy organization, and a nonprofit religious or community group. Grantees may use an existing advisory board with similar membership (e.g., Juvenile Justice Coordinating Council) to meet this requirement.

**Local Match:** Applicants must assure that they will contribute a cash match of 10% of the total project costs (see Appendix A for required match amounts **based on the federal formula** which requires match to be computed by dividing the funding allocated by 0.9 x 1.0). Applicants opting to use JABG funds to construct new and permanent detention facilities must provide a 50% cash match. Matching funds may be either state or local dollars. Federal funds are not an allowable match source.

**Eligible Expenditures:** Grantees must expend JABG funds for projects that fall within the 17 federally designated program purpose areas, with a focus on juvenile accountability. **Please see Appendix B for information on the JABG program purpose areas and performance measures.** Additionally, the California SACJJDP strongly encourages JABG recipients to align the use of their direct allocation with the three priority areas identified in their strategic plan.

**Disbursement of Grant Funds:** Disbursement of grant funds occurs on a reimbursement basis for actual project costs incurred during a reporting period. Grantees must submit invoices online to the CSA on a quarterly basis, within 45 days following the end of the reporting period. Grantees must maintain adequate supporting documentation for all costs, both grant and match, claimed on invoices.

**Federal Performance Measure:** Federal regulations require JABG grantees to select a program purpose area(s) from the JABG program list and report specific data pertaining to the area(s) identified. Grantees will report data to the CSA on a quarterly basis via progress reports.

**Resolution:** Applicants must submit a resolution from their governing board (City Council or Board of Supervisors) addressing specific requirements. **Please see Attachment C for a Sample Resolution.** The resolution must be on file with the CSA prior to a finalized grant award agreement.

**Waivers:** A qualifying unit of local government may waive its right to a direct grant award and request that such unit's funds be awarded to and expended for its benefit by a larger or contiguous unit of local government. **Please see Attachment D for the pertinent waiver documentation.**

**Disproportionate Minority Contact Training:** To receive federal funding, the state of California is required to demonstrate a good faith effort to address Disproportionate Minority Contact (DMC). DMC refers to the overrepresentation of youth of color who come into contact with the juvenile justice system (at all points, from arrest through confinement) relative to their numbers in the general population. In an effort to comply with this requirement, the CSA has undertaken a number of activities to ensure that California addresses DMC. Accordingly, JABG recipients are invited to attend a one day

regional DMC training for project directors and other interested staff which will be provided during the program year.

Viewing direct service for at-risk youth through the DMC lens not only complements the principles of the JABG program but can effectively influence the impact of current interventions. The regional DMC courses will be provided at no cost to attendees and address issues relevant to participants who have received previous training as well as those attending DMC training for the first time. Two trainings will be offered; one for the northern region and one for the southern region. JABG funding may be used to reimburse agencies for travel related expenditures such as mileage, meals, lodging if required, and other per diem costs. Applicants should include these costs in the budget section of this application. Registration information regarding the date, time and location of the regional trainings will be sent to all project directors. Additional information about DMC can be found at <http://www.cdcr.ca.gov/CSA/PPP/Grants/DMC/Index.html> or applicants may contact DMC Coordinator, Shalinee Hunter, at 916/322-8081; [Shalinee.hunter@cdcr.ca.gov](mailto:Shalinee.hunter@cdcr.ca.gov).

**Complete Application Submittal:** A complete application includes the application document, Federal Performance Measures form(s) and governing body's resolution. Additionally, waiver documents are required from any applicant receiving funds waived from another locality.

**Progress Reports:** Grantees must submit quarterly progress reports, including the mandatory federal data and project progress notes, utilizing the JABG Progress Report form provided on the CSA website [www.cdcr.ca.gov/Divisions\\_Boards/CSA/](http://www.cdcr.ca.gov/Divisions_Boards/CSA/).

**The Federal Funding Accountability and Transparency Act:** The intent of the Federal Funding Accountability and Transparency Act (FFATA) is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is [www.USASpending.gov](http://www.USASpending.gov).

The FFATA Subaward Reporting System (FSRS) is the reporting tool Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier sub awards to meet the FFATA reporting requirements. Prime contract awardees will report against sub-contracts awarded and prime grant awardees will report against subgrants awarded. The subaward information entered in FSRS will then be displayed on [www.USASpending.gov](http://www.USASpending.gov) associated with the prime award furthering Federal spending transparency.

It is possible that funding used to support the 2012/13 JABG grant activities will trigger the FFATA reporting requirement. Should this occur we will contact your agency to obtain the information needed to report into the FSRS.

**Audit:** Grantees must submit an audit of expenditures within 120 days of the end of the grant period. Reasonable and necessary extensions to the timeframe may be granted if requested. Grantees may choose to submit either a program specific audit or a federal single audit.

**Key Dates:**

- |                   |  |
|-------------------|--|
| June 1, 2012      | Applications due to CSA via email with signed hard copy to follow via U.S. mail  |
| July 1, 2012      | Grant year begins  |
| November 15, 2012 | First quarterly progress report due covering July – Sept. 2012<br>First quarterly financial invoice due covering July – Sept. 2012 |

February 15, 2013	Second quarterly progress report due covering Oct. – Dec. 2012 Second quarterly financial invoice due covering Oct. – Dec. 2012
May 15, 2013	Third quarterly progress report due covering Jan. – Mar. 2013 Third quarterly financial invoice due covering Jan. – Mar. 2013
June 30, 2013	Grant year ends
August 15, 2013	Fourth quarterly progress report due covering Apr. – June 2013 Fourth quarterly financial invoice due covering Apr. – June 2013
October 31, 2013	Final audit report due (unless extension granted)

**Contact and Program Information:** Questions regarding this application process may be directed to Colleen Stoner, Field Representative for CSA, (916) 324-9385 or [colleen.stoner@cdcr.ca.gov](mailto:colleen.stoner@cdcr.ca.gov).

Further information about the JABG Program, including fiscal and progress reporting forms and the Grant Contract Administration and Audit Guide, is also available on the CSA's web site at [www.cdcr.ca.gov/Divisions\\_Boards/CSA/PPP/Grants/JABG/Index.html](http://www.cdcr.ca.gov/Divisions_Boards/CSA/PPP/Grants/JABG/Index.html).



DEPARTMENT OF CORRECTIONS AND REHABILITATION  
CORRECTIONS STANDARDS AUTHORITY

**Juvenile Accountability Block Grants Program  
2012/2013 Direct Allocation Application**

**SECTION I: APPLICANT INFORMATION**

**A. APPLICANT AND CONTACT INFORMATION**

APPLICANT NAME	TELEPHONE NUMBER	FEDERAL EMPLOYER IDENTIFICATION NUMBER	
Stanislaus County Probation	(209) 525-5400		
STREET ADDRESS	CITY	STATE	ZIP CODE
2215 Blue Gum Avenue	Modesto	CA	95358
MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE

**B. PROJECT TITLE**

**C. PROGRAM PURPOSE AREA**

**D. AMOUNT OF FUNDS REQUESTED**

Juvenile Accountability Block Grant	1 and 11	\$ 36,837
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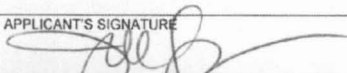
**E. BRIEF DESCRIPTION OF PROJECT**

The Stanislaus County Juvenile Accountability Block Grant 2012/2013 will utilize evidence based practices to hold juvenile offenders accountable for their criminal activities and provide services and activities to assist juvenile offenders in curbing their criminal behaviors. The following programs are being proposed for funding:

- ❖ **Stanislaus County Community Service Program:** Contract with the United Way to continue to provide a community service program for juvenile offenders. JABG funds will allow the Probation Department and the Court to continue to offer community service as an option in a graduated sanction model offered to juvenile offenders.
- ❖ **Stanislaus County Alcohol and Other Drugs Program (In Custody):** Contract with a community based organization to provide an evidence-based Alcohol and Other Drugs (AOD) youth treatment program for detained juvenile offenders. JABG funds will help maintain AOD programming to detained youth.
- ❖ **Stanislaus County Alcohol and Other Drugs Program (Out of Custody):** Contract with Behavioral Health and Recovery Services to provide an evidence-based Alcohol and Other Drugs (AOD) youth treatment program for juvenile offenders. JABG funds will serve youth that does not meet the criteria for a more intensive program.
- ❖ **Stanislaus County Cognitive Behavior Therapy Program:** JABG funds will assist in the expansion of a Cognitive Behavior Therapy (CBT) program for juvenile offenders. CBT programs are proven effective toward curbing juvenile criminal behavior.

**F. IMPLEMENTING AGENCY**

AGENCY NAME			
Stanislaus County Probation Department			
NAME TITLE OF PROJECT DIRECTOR		TELEPHONE NUMBER	
Leticia Ruano, Division Director		(209) 525-4505	
STREET ADDRESS		FAX NUMBER	
2215 Blue Gum Avenue		(209) 525-4586	
CITY	STATE	ZIP CODE	E-MAIL ADDRESS
Modesto	CA	95358	ruanol@stancounty.com

G. DESIGNATED FINANCIAL OFFICER				
NAME, TITLE			TELEPHONE NUMBER	
Karen Curci, Administrative Services Manager			(209) 525-4556	
STREET ADDRESS			FAX NUMBER	
2215 Blue Gum Avenue			(209) 525-4586	
CITY	STATE	ZIP CODE	E-MAIL ADDRESS	
Modesto	CA	95358	CurciK@stancounty.com	
H. DAY-TO-DAY PROJECT CONTACT PERSON				
NAME AND TITLE			TELEPHONE NUMBER	
Denise Locke, Supervising Probation Officer			(209) 567-4709	
STREET ADDRESS			FAX NUMBER	
2215 Blue Gum Avenue			(209) 567-4799	
CITY	STATE	ZIP CODE	E-MAIL ADDRESS	
Modesto	CA	95358	LockeD@stancounty.com	
I. APPLICANT'S AGREEMENT				
By submitting this application, the applicant assures that it will abide by the laws, policies and procedures governing this funding.				
NAME AND TITLE OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY TO SIGN)			TELEPHONE NUMBER	
Jill Silva, Chief Probation Officer			(209) 525-4504	
STREET ADDRESS	CITY	STATE	ZIP CODE	FAX NUMBER
2215 Blue Gum Avenue	Modesto	CA	95358	(209) 525-4586
MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE	E-MAIL ADDRESS
APPLICANT'S SIGNATURE				DATE
				6-1-12

## SECTION II: PROJECT INFORMATION

### A. PROJECT DESCRIPTION:

**Part I:** In the space below #5, provide the following project information:

1. Describe the project(s)/program(s) to be supported with JABG funds.
2. Define project goals and major activities/services.
3. Define the juvenile justice population(s) to be served by the project, including the estimated number of youth.
4. Support the project need with local data/information.
5. Describe staffing, including classification and number of staff required to achieve project goals.

#### ❖ Community Service Program

Stanislaus County developed a community service program with JABG funding during FY 2006/2007. The program has been utilized by probation officers and the juvenile court as a sanction for juvenile offenders. This program provides an opportunity for offenders to repay their community for the damage they have caused by their criminal behavior. Community service will also be utilized for juvenile offenders that have an inability to pay for traffic fines ordered by the court. It is a goal of the Probation Department to offer a wide array of services in a graduated sanctions model to juvenile offenders. This program has filled an essential gap in services by expanding the options available to juveniles referred for minor offenses or those who would benefit from completing community service hours. Since its inception, the program has accepted 623 referrals from the Probation Department. The program has received compliments from community partners and participants' families as they see the positive outcomes in the minors that have participated in the program. The program participants have developed pride in what they have

accomplished and a few have volunteered to continue participation after they have completed their commitment hours.

Stanislaus County Probation will continue to utilize JABG funds to contract with the United Way to continue the community service program for juvenile offenders. This community service program is an effective and efficient way to hold juvenile offenders accountable and reduce juvenile recidivism. The United Way has shown that they can maintain a successful community service program. The goal of this program is to instill in minors a sense of community and pride in their community. Research has shown that when a person gives back to their community, they are less likely to be involved in future criminal acts. This program provides a lower level of service in the graduated sanctions model to assist the department in working to rehabilitate the minors referred for criminal activity.

❖ **Alcohol and Other Drugs Education Program (In custody)**

Alcohol and Other Drug (AOD) treatment programs are effective at curbing criminal behavior and with the support of the Court, can be effective means to ensure accountability. AOD intervention services for detained juvenile offenders were previously provided by the Stanislaus County Behavioral Health and Recovery Services Department (BHRS). During fiscal year 2008/2009, BHRS was subject to budget reductions that prevented that agency from providing AOD services to the majority of this population. Additional reductions in 2010/2011 eliminated remaining AOD services. In 2010/2011, JABG funding was utilized to contract with the Center for Human Services to provide evidence-based AOD treatment groups for minors detained in the Stanislaus County Juvenile Hall. The AOD Youth Treatment Program helped youth conduct a personal assessment of their drug or alcohol use and focus on: learning basic refusal skills, developing a plan for enjoyable drug-free activities, establishing a social network to support their recovery, coping with high-risk situations, goal setting and relapse recovery. In 2011/2012, alternative funding was utilized to continue the AOD youth treatment groups for detained minors. Stanislaus County Probation will utilize JABG funds to contract with a community based organization to facilitate an evidence-based AOD treatment program for detained juvenile offenders. It will be the intent of the Probation Department that this program will assist the department in working to assist minors with substance abuse histories prior to their return to the community.

❖ **Alcohol and Other Drugs Education Program (Out of custody)**

Alcohol and Other Drug (AOD) treatment programs are effective at curbing criminal behavior and with the support of the Court, can be effective means to ensure accountability. It is a goal of the Probation Department to offer a wide array of services in a graduated sanctions model to juvenile offenders. In the current year, the Probation Department worked on updating its Local Action Plan (LAP). The LAP is the county's guiding plan for juvenile justice programs. It details the programs and services available to address juvenile crime and delinquency, identifies gaps in the system, and establishes goals for filling those gaps. During this process, Alcohol and Other Drug treatment programs were identified as lacking in our county. This program will fill an essential gap in services by expanding the options available to juveniles who are in need of AOD services. In addition to receiving treatment services, youth will be held accountable through regular substance abuse testing. Stanislaus County Probation will utilize JABG funds to contract with Behavioral Health and Recovery Systems to facilitate an evidence-based AOD treatment program for out of custody juvenile offenders. It will be the intent of the Probation Department that this program will assist minors needing AOD treatment as identified by a risk assessment tool and case plan.

❖ **Cognitive Behavior Therapy Program**

Cognitive Behavior Therapy (CBT) programs have proven effective at curbing criminal behavior and, with the support of the Court, can be effective means to ensure accountability. The Probation

Department implemented a CBT program in July 2009 to provide services to juvenile probationers, deemed as the highest risk to reoffend as determined by a validated risk and needs assessment including gang, violent, and repeat property offenders. The program had a 63% success rate, with only a 5% recidivism rate. The CBT program is facilitated by two Probation Department officers who have completed certification as trainers through the National Curriculum and Training Institute and the American Probation and Parole Association.

Stanislaus County Probation will utilize JABG funds to purchase materials necessary for the continuation and expansion of the program in order to provide CBT curriculum to include medium risk juvenile offenders during 2012/2013. Materials include workbooks focusing on anger management, cognitive life skills, gang involvement, and personal identity. It is the intent of the Probation Department that this program will serve as a valuable tool toward preventing additional criminality by this population.

**Part II:** Further identify the target population for your program by completing the table below. Place an "X" next to at least one population segment (or "not applicable") in each of the six designated areas. Multiple boxes may be checked in any one area. Each "X" shall indicate the populations, if any, to which the program intends to offer targeted services. Targeted services include any services or approaches **specifically designed** to meet the needs of the population (e.g. gender specific, culturally based, developmentally appropriate services).

<b>1. RACE</b>		<b>4. AGE</b>	
<input checked="" type="checkbox"/> Not applicable	<input type="checkbox"/> American Indian/Alaskan Native	<input checked="" type="checkbox"/> Not applicable	<input type="checkbox"/> Under 11
<input type="checkbox"/> Asian	<input type="checkbox"/> Black/African American	<input type="checkbox"/> 12-13	<input type="checkbox"/> 14-15
<input type="checkbox"/> Hispanic or Latino (of any race)	<input type="checkbox"/> Native Hawaiian/Other Pacific Islander	<input type="checkbox"/> 16-17	<input type="checkbox"/> 18 and over*
<input type="checkbox"/> Other Race	<input type="checkbox"/> White/Caucasian		
<b>2. JUSTICE</b>		<b>5. GEOGRAPHIC</b>	
<input type="checkbox"/> At-Risk Population (no prior offense)	<input checked="" type="checkbox"/> First Time Offenders	<input checked="" type="checkbox"/> Not applicable	<input type="checkbox"/> Rural
<input checked="" type="checkbox"/> Repeat Offenders	<input checked="" type="checkbox"/> Sex Offenders	<input type="checkbox"/> Suburban	<input type="checkbox"/> Tribal
<input type="checkbox"/> Status Offenders	<input checked="" type="checkbox"/> Violent Offenders	<input type="checkbox"/> Urban	
<b>3. GENDER</b>		<b>6. OTHER POPULATIONS</b>	
<input checked="" type="checkbox"/> Not applicable	<input type="checkbox"/> Male	<input checked="" type="checkbox"/> Not applicable	<input type="checkbox"/> Mental Health
<input type="checkbox"/> Female		<input type="checkbox"/> Pregnant	<input type="checkbox"/> Substance Abuse
		<input type="checkbox"/> Truant/Dropout	

\*Participants 18 years and over must be under the jurisdiction of the juvenile justice system.

**PROGRAM PURPOSE AREA(S):** All funded projects must fall within one or more federally recognized purpose areas established for JABG. Appendix B includes a detailed listing of the 17 program purpose areas from which each applicant must choose. Each separate purpose area identified in this section will require subsequent data reporting on quarterly progress reports to the CSA. For this reason applicants are encouraged to consolidate their programs into one program purpose area whenever possible. In addition to the Program Purpose areas, California's State Advisory Committee on Juvenile Justice and Delinquency Prevention (SACJJDP), which oversees the use of federal funds administered by CSA, encourages JABG recipients to align the use of their direct allocation with the three priority areas that are identified in the SACJJDP's Strategic Plan. The three priority areas are: (1) Disproportionate Minority Contact, (2) Evidence-Based Practices, and (3) a strategy to support efforts to develop and strengthen services, programs, and policies that promote positive outcomes for youth, their families, and communities. More information about these priority areas is provided in the Overview of Grant Award section of this application.

In the space below, please indicate the selected program purpose area(s) by number and topic, and the federal dollar amount allotted to each. (*Example: #8 Juvenile Drug Courts - \$ 47,189*)

**#1 Community Service Program – \$10,000**

**#11 Alcohol and Other Drug Program (In Custody) – \$13,000**

**#11 Alcohol and Other Drug Program (Out of Custody) – \$9,837**

**#11 Cognitive Behavior Therapy Program – \$4,000**

**B. FEDERAL PERFORMANCE MEASURES:** New this year is a requirement that all grantees report data to the CSA on mandatory **Core Measures** developed by the OJJDP (see table below). Additionally grantees are to report on the performance indicators for each program purpose area identified in their application. Once a purpose area(s) has been chosen in Section II-B above, applicants are to click the corresponding PDF link(s) below to locate the performance measure grid that identifies the data to be collected and reported. Please note the grid identifies the mandatory measures to be collected in the "Output/Outcome Measures" column and the precise data to be reported in the "Reporting Format" column. Applicants must select **at least one** Output Measure **and** one Outcome Measure for each program purpose area identified. In the space below, please indicate the selected program purpose area(s) by number and topic, along **with at least one** Output Performance Measure **and one** Outcome Performance Measure that will be reported throughout the grant period. (*Example: #8 Juvenile Drug Courts – Output Measure/Number of drug court slots – Outcome Measure/Number and percent of eligible youth to enter the drug court*)

**#1 Community Service Program – Output Measure/Number and percent of programs using Graduated Sanctions – Outcome Measure/Number of hours of services received per youth.**

**#11 Alcohol and Other Drug Program (In Custody) – Output Measure/Number of accountability programs in operation – Outcome Measure/Average percent of days youth received treatment services**

**#11 Alcohol and Other Drug Program (Out of Custody) – Output Measure/Number of accountability programs in operation – Outcome Measure/Average percent of days youth received treatment services**

**#11 Cognitive Behavior Therapy Program – Output Measure/ Number of accountability programs in operation – Outcome Measure/ Average percent of days youth received treatment services**



Data to be collected will fall into either one or both of the following categories:

- Direct Service - Defined as an actual service with an individual or group which could take the form of mentoring, counseling, or educational activities. The efforts of these services are defined as prevention, intervention, or rehabilitative.
- System Improvement – Defined as efforts to make desired changes in overall practices, policies or procedures through activities such as hiring personnel, providing training or technical assistance, purchasing equipment/supplies or new information systems, or conducting research.

Grantees must determine which category best describes their project, as this will later determine the data to be collected in the quarterly progress reports.

### **JABG Purpose Areas**

#### **Core Measures (Required for All Grantees)**

Performance Measures Matrix  
([PDF](#) | [MS Word](#))

#### **1 Graduated Sanctions**

Performance Measures Matrix  
([PDF](#) | [MS Word](#))

#### **2 Facilities**

Performance Measures Matrix  
([PDF](#) | [MS Word](#))

#### **3 Hiring Court Staff/Pretrial Services**

Performance Measures Matrix  
([PDF](#) | [MS Word](#))

#### **4 Hiring Prosecutors**

Performance Measures Matrix  
([PDF](#) | [MS Word](#))

#### **5 Funding for Prosecutors**

Performance Measures Matrix  
([PDF](#) | [MS Word](#))

#### **6 Training Law Enforcement/Court Personnel**

Performance Measures Matrix  
([PDF](#) | [MS Word](#))

#### **7 Gun Courts**

Performance Measures Matrix  
([PDF](#) | [MS Word](#))

#### **8 Drug Courts**

Performance Measures Matrix  
([PDF](#) | [MS Word](#))

#### **9 Juvenile Records**

Performance Measures Matrix  
([PDF](#) | [MS Word](#))

#### **10 Information Sharing**

Performance Measures Matrix  
([PDF](#) | [MS Word](#))

#### **11 Accountability-Based Programs**

Performance Measures Matrix  
([PDF](#) | [MS Word](#))

#### **12 Risk/Needs Assessments**

Performance Measures Matrix  
([PDF](#) | [MS Word](#))

#### **13 School Safety**

Performance Measures Matrix  
([PDF](#) | [MS Word](#))

#### **14 Restorative Justice**

Performance Measures Matrix  
([PDF](#) | [MS Word](#))

#### **15 Court/Probation Programming**

Performance Measures Matrix  
([PDF](#) | [MS Word](#))

#### **16 Hiring Detention/Corrections staff**

Performance Measures Matrix  
([PDF](#) | [MS Word](#))

#### **17 Reentry**

Performance Measures Matrix  
([PDF](#) | [MS Word](#))

C. **DMC REGIONAL TRAINING:** In the space below enter the number and position(s) of the staff you intend to send to DMC regional trainings.

**1 FTE Deputy Probation Officer**

**SECTION III: BUDGET INFORMATION**

**A. WAIVER AND MATCH CALCULATION:** Completion of this segment of the budget section is only for those applicants receiving waivers of funding from other jurisdictions. Applicants not receiving waivers may skip to the next segment – part B of this budget section.

1.	Applicant unit of local government direct grant amount	(A)	\$	0
2.	Additional direct grants received from other eligible recipients (waivers):			
	Waiving jurisdiction:	Waiver Amount:		
		\$		0
		\$		0
		\$		0
	Total amount from other recipients	(B)	\$	0
3.	Total amount of federal award (A + B)	(C)	\$	0
4.	Cash Match (C / .9 x .1) (round to nearest dollar)	(D)	\$	0
5.	Total Project Costs (C + D) (round to nearest dollar)	(E)	\$	0

NOTE: The above Waiver and Match table is an Excel document. Double click on the document; fill in the numbers for auto calculation, then save.

**B. BUDGET LINE ITEM TOTALS:** Please complete the applicable fields in the following table for the proposed budget.

- Administrative overhead may not exceed 5% of the total grant funds requested.
- With the exception of new and permanent construction projects requiring a 50% cash match, the required cash match for all other projects is 10% of the total project costs. See Appendix A for pre-calculated 10% match amounts based on federal formula (federal allocation divided by 0.9 X .10 for each line item).
- Other may include travel related costs for participants attending the DMC regional training (see Overview of Grant Award and Application Requirements).

Budget Line Items	Grant Funds	Cash Match	Total
Salaries and Benefits		\$ 4,093.00	\$ 4,093.00
Services and Supplies	\$ 4,000.00		\$ 4,000.00
Professional Services			\$ -
CBO Contracts	\$ 32,837.00		\$ 32,837.00
Administrative Overhead			\$ -
Fixed Assets/Equipment			\$ -
Other			\$ -
<b>Total</b>	\$ 36,837.00	\$ 4,093.00	\$ 40,930.00

NOTE: The budget table is an Excel document. Double click on the document; fill in the numbers for auto calculation, then save.

**C. BUDGET LINE ITEM DETAILS:** Provide sufficient detail/breakdown to explain how the requested funds outlined in the table above will be expended in each applicable line item. Detail total must equal detail of line item totals in above table. Identify match items, their respective dollar amounts, and source of the match funds.

**1. SALARIES AND BENEFITS:** Number of staff, classification, salary and benefits.

**Cognitive Behavior Therapy Program Facilitator** – 4% of a FTE Probation Corrections Officer III.  
**Cash Match: \$4,093**

**2. SERVICES AND SUPPLIES:** Includes leases, rent, utilities, travel and training.

**Cognitive Behavioral Therapy Program** – Program materials to facilitate two groups of 15-20 participants. \$2,000 x 2 (groups). **Cost: \$4,000**

**3. PROFESSIONAL SERVICES:** Includes evaluator, consultant services, therapists, and other professionals as required.

**4. COMMUNITY-BASED ORGANIZATIONS:** Name of organization and services to be provided.

**Community Service Program:** Contract with the United Way to provide a community service program for juvenile offenders. Funding will continue to allow for another option in the graduated sanctions offered to juvenile offenders. **Cost: \$10,000**

**Alcohol and Other Drug (AOD) Program (In custody):** Contract with a community based organization to provide AOD treatment services to detained minors. **Cost: \$13,000**

**Alcohol and Other Drug (AOD) Program (Out of Custody):** Contract with Behavioral Health and Recovery Services to provide AOD treatment services to minors in the community. **Cost: \$9,837**

**5. ADMINISTRATIVE OVERHEAD:** Indicate percentage and how calculated. This total may not exceed 5% of the grant funds.

**6. FIXED ASSETS/EQUIPMENT:** Office equipment, vehicles, and other equipment necessary to perform program activities.

**7. OTHER:** Any other items not covered above but necessary to meet program goals.

## SECTION IV: LOCAL ADVISORY BOARD

In meeting the federal requirement, indicate in the spaces below the membership of the locally designated advisory board charged with reviewing the plan for expending JABG funds.

Date of meeting to approve application: 6/1/12

<u>Name</u>	<u>Title</u>	<u>Agency</u>
Jill Silva	Chief Probation Officer	Stanislaus County Probation
Adam Christianson	Sheriff	Stanislaus County Sheriff
Birgit Fladager	District Attorney	Stanislaus County DA
Michael Hardin	Chief of Police	Modesto Police Department
Honorable Nan Cohen-Jacobs	Presiding Judge	Stanislaus Superior Court
Pam Able	Superintendent	Modesto City Schools
Denise Hunt	Director	Denise Hunt
Rick Robinson	Chief Executive Officer	Chief Executive Office
William O'Brien	Board of Supervisors Chair	County Board of Supervisors
Thomas Changnon	Superintendent	Stanislaus Office of Education
Timothy Bazar	Public Defender	Stanislaus Public Defender
Chau-Pu Chiang	Public Member	Community At-Large

## SECTION V: BOARD OF SUPERVISORS' RESOLUTION

As part of the grant application process, applicants must submit a resolution from the City Council/Board of Supervisors addressing specified issues. **Please see Attachment D for a Sample Resolution.** The resolution need not be submitted at the same time as the application document; however, the original resolution or copy thereof must be provided to the CSA prior to a grant award agreement being signed. Resolutions may be directed by mail to the JABG Coordinator, Colleen Stoner at Corrections Standards Authority, 600 Bercut Drive, Sacramento 95811.

## SECTION VI: AUDIT IDENTIFICATION

Grant recipients must submit an audit of expenditures within 120 days following the end of the grant period. Grantees may choose either a program specific audit or a single federal audit. Federal guidelines allow grant recipients receiving \$500,000 or more in federal funds (from all sources including pass-through sub-awards) in a fiscal year to use their federal juvenile justice grant funds to pay for the cost of the audit. Grantees falling below the \$500,000 threshold must use non-federal funds (i.e., match funds) to pay for audit costs. For purposes of this application, please **check one of the boxes** below to indicate the grantee's choice for meeting the audit requirement.

In conformance with Federal OMB Circular #A-133, and the California State Controller's Accounting Standards and Procedures Chapter 23, Grant Accounting Index, the identified grant will be included in the City/County **Single Federal Audit Report**, which will be submitted to the CSA within the required timeframe of 120 days from the end of the 12-month grant period. NOTE: Should an extension be needed, please provide in advance of the deadline a written justification that indicates reasons for the extension and the timeframe needed.

OR

In conformance with Federal OMB Circular #A-133, and the California State Controller's Accounting Standards and Procedures Chapter 23, Grant Accounting Index, the grantee will provide a **Program Specific Final Audit Report** to the CSA within the required timeframe of 120 days from the end of the 12-month grant period.

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PLEASE E-MAIL YOUR COMPLETED APPLICATION

BY JUNE 1, 2012

To

[Colleen.Stoner@cdcr.ca.gov](mailto:Colleen.Stoner@cdcr.ca.gov)

**APPENDIX A – FFY 2012/13 DIRECT ALLOCATIONS FOR ELIGIBLE LOCALITIES  
(THE 2012/13 DIRECT ALLOCATIONS ARE BASED ON CALIFORNIA'S 2011/12 FEDERAL ALLOCATION)**

LOCALITY	DIRECT ALLOCATION	DIRECT ALLOCATION WITH INCREASE	10% CASH MATCH	TOTAL PROJECT COST
Alameda, County of	\$83,724	\$125,586	\$13,954	\$139,540
Butte, County of	\$11,906	\$17,859	\$1,984	\$19,843
Contra Costa, County of	\$48,973	\$73,460	\$8,162	\$81,622
El Dorado, County of	\$10,633	\$15,950	\$1,772	\$17,722
Fresno, City of	\$10,488	\$15,732	\$1,748	\$17,480
Fresno, County of	\$42,394	\$63,591	\$7,066	\$70,657
Kern, County of	\$47,206	\$70,809	\$7,868	\$78,677
Long Beach, City of	\$12,674	\$19,011	\$2,112	\$21,123
Los Angeles, City of	\$115,964	\$173,946	\$19,327	\$193,273
Los Angeles, County of	\$549,885	\$824,828	\$91,648	\$916,476
Marin, County of	\$13,833	\$20,750	\$2,306	\$23,056
Merced, County of	\$13,308	\$19,962	\$2,218	\$22,180
Monterey, County of	\$22,274	\$33,411	\$3,712	\$37,123
Oakland, City of	\$28,151	\$42,227	\$4,692	\$46,919
Orange, County of	\$133,974	\$200,961	\$22,329	\$223,290
Placer, County of	\$17,897	\$26,846	\$2,983	\$29,829
Riverside, County of	\$91,685	\$137,528	\$15,281	\$152,809
Sacramento, City of	\$17,668	\$26,502	\$2,945	\$29,447
Sacramento, County of	\$99,907	\$149,861	\$16,651	\$166,512
San Bernardino, County of	\$88,219	\$132,329	\$14,703	\$147,032
San Diego, City of	\$29,402	\$44,103	\$4,900	\$49,003
San Diego, County of	\$145,947	\$218,921	\$24,325	\$243,246
San Francisco, City of/County of	\$78,546	\$117,819	\$13,091	\$130,910
San Joaquin, County of	\$37,046	\$55,569	\$6,174	\$61,743
San Jose, City of	\$12,982	\$19,473	\$2,164	\$21,637
San Luis Obispo, County of	\$12,532	\$18,798	\$2,089	\$20,887
San Mateo, County of	\$40,444	\$60,666	\$6,741	\$67,407
Santa Barbara, County of	\$27,405	\$41,108	\$4,568	\$45,676
Santa Clara, County of	\$108,635	\$162,953	\$18,106	\$181,059
Santa Cruz, County of	\$14,523	\$21,785	\$2,421	\$24,206
Shasta, County of	\$11,258	\$16,887	\$1,876	\$18,763
Solano, County of	\$20,445	\$30,668	\$3,408	\$34,076
Sonoma, County of	\$33,758	\$50,637	\$5,626	\$56,263
Stanislaus, County of	\$24,558	\$36,837	\$4,093	\$40,930
Stockton, City of	\$14,885	\$22,328	\$2,481	\$24,809
Tulare, County of	\$23,042	\$34,563	\$3,840	\$38,403
Ventura, County of	\$49,916	\$74,874	\$8,319	\$83,193
Yolo, County of	\$10,073	\$15,110	\$1,679	\$16,789
<b>TOTALS</b>	<b>\$2,156,160</b>	<b>\$3,234,248</b>	<b>\$359,362</b>	<b>\$3,593,610</b>

## APPENDIX B – JABG PROGRAM PURPOSE AREAS

- 1) **Graduated sanctions:** Developing, implementing, and administering graduated sanctions for juvenile offenders.
- 2) **Corrections/detention facilities:** Building, expanding, renovating, or operating temporary or permanent juvenile corrections, detention or community corrections facilities.
- 3) **Court staffing and pretrial services:** Hiring juvenile court judges, probation officers, and court-appointed defenders and special advocates, and funding pretrial services (including mental health screening/assessment) for juvenile offenders to promote the effective, expeditious administration of the juvenile justice system.
- 4) **Prosecutors (staffing):** Hiring additional prosecutors so that more cases involving violent juvenile offenders can be prosecuted and backlogs reduced.
- 5) **Prosecutors (funding):** Providing funding to enable prosecutors to address drug, gang, and youth violence problems more effectively and for technology, equipment, and training to assist prosecutors in identifying and expediting the prosecution of violent juvenile offenders.
- 6) **Training for law enforcement and court personnel:** Establishing and maintaining training programs for law enforcement and other court personnel with respect to preventing and controlling juvenile crime.
- 7) **Juvenile gun courts:** Establishing juvenile gun courts for the prosecution and adjudication of juvenile firearms offenders.
- 8) **Juvenile drug courts:** Establishing drug court programs to provide continuing judicial supervision over juvenile offenders with substance abuse problems and to integrate administration of other sanctions and services for such offenders.
- 9) **Juvenile records system:** Establishing and maintaining a system of juvenile records designed to promote public safety.
- 10) **Information sharing:** Establishing and maintaining interagency information-sharing programs that enable the juvenile and criminal justice systems, schools, and social services agencies to make more informed decisions regarding the early identification, control, supervision, and treatment of juveniles who repeatedly commit serious delinquent or criminal acts.
- 11) **Accountability:** Establishing and maintaining accountability-based programs designed to reduce recidivism among juveniles who are referred by law enforcement personnel or agencies.
- 12) **Risk and needs assessment:** Establishing and maintaining programs to conduct risk and needs assessments of juvenile offenders that facilitate effective early intervention and the provision of comprehensive services, including mental health screening and treatment and substance abuse testing and treatment, to such offenders.
- 13) **School safety:** Establishing and maintaining accountability-based programs designed to enhance school safety.
- 14) **Restorative justice:** Establishing and maintaining restorative justice programs.
- 15) **Juvenile courts and probation:** Establishing and maintaining programs to enable juvenile courts and juvenile probation officers to be more effective and efficient in holding juvenile offenders accountable and reducing recidivism.
- 16) **Detention/corrections personnel:** Hiring detention and corrections personnel and establishing and maintaining training programs for such personnel, to improve facility practices and programming.
- 17) **Reentry systems and programs:** Establishing, improving and coordinating pre-release and post-release systems and programs to facilitate the successful reentry of juvenile offenders from state and local custody into the community.

**ATTACHMENT C – SAMPLE RESOLUTION**

**Applicants must submit a resolution from the governing body (City Council/Board of Supervisors) that includes, at a minimum, the language and assurances outlined in the following sample:**

WHEREAS the *(insert name of applicant city/county)* desires to receive and utilize federal grant funds available through the Juvenile Accountability Block Grant (JABG) Program administered by the Corrections Standards Authority (hereafter referred to as CSA).

NOW, THEREFORE, BE IT RESOLVED that the *(insert title of designated official)* is authorized on behalf of the *(insert City Council/Board of Supervisors)* to submit the JABG application and sign the Grant Agreement with the CSA, including any amendments thereof.

BE IT FURTHER RESOLVED that the *(city/county)* agrees to provide all matching funds required for said project, and abide by the statutes and regulations governing the JABG Program as well as the terms and conditions of the Grant Agreement as set forth by the CSA.

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

Passed, approved, and adopted by the *(insert City Council/Board of Supervisors)* of *(insert name of city/county)* 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: \_\_\_\_\_

Unit of local government's official seal or notary stamp is required below.



ATTACHMENT D – WAIVER OF DIRECT GRANT AWARD

The following template/information must be provided on any waiver document submitted with a grant application. Original waiver documents must be submitted by mail to the Corrections Standards Authority (600 Bercut Drive, Sacramento, CA 95811).

I, (name/title), the legally authorized administrative officer (city manager or county administrator) representing the (name of waiving unit of local government) authorize the Corrections Standards Authority to transfer award funds allocated under the Juvenile Accountability Block Grants 2007 in the amount of \$(grant amount) to (name of receiving unit of local government).

\_\_\_\_\_  
Authorized Official's Signature

\_\_\_\_\_  
Authorized Official's Typed Name

\_\_\_\_\_  
Authorized Official's Typed Title

\_\_\_\_\_  
Date Executed

Waiving unit of local government's official seal or notary stamp is required below

B-8  
JUNE 19, 2012

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

AGREEMENT NUMBER <b>BSCC 148-12</b>
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTOR'S NAME

**COUNTY OF STANISLAUS**

2. The term of this Agreement is: **JULY 1, 2012** through **JUNE 30, 2013**

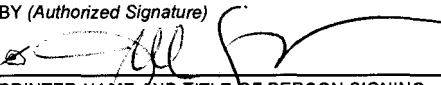
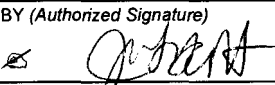
3. The maximum amount of this Agreement is: **\$ 36,837.00**  
THIRTY-SIX THOUSAND, EIGHT HUNDRED THIRTY-SEVEN DOLLARS AND NO CENTS

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

- |  |         |
|--|---------|
| Sections 1 through 11  | 4 pages |
| Exhibit A – Juvenile Accountability Block Grants Program Standard Conditions | 6 pages |
| Exhibit B – Federal Assurances   | 3 pages |
| *Exhibit C – General Terms and Conditions                                    | GTC 610 |

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at [www.dgs.ca.gov](http://www.dgs.ca.gov) (CA Department of General Services, Office of Legal Services – Standard Contract Language).

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

<b>CONTRACTOR</b>		<b>California Department of General Services Use Only</b>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>COUNTY OF STANISLAUS</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <b>9/19/2012</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>JILL SILVA, Chief Probation Officer</b>		
ADDRESS <b>2215 Blue Gum Avenue Modesto, CA 95358</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>BOARD OF STATE AND COMMUNITY CORRECTIONS</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <b>9/28/12</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>JEAN L. SCOTT, Deputy Director</b>		
ADDRESS <b>600 Bercut Drive Sacramento, CA 95811</b>		
		<input checked="" type="checkbox"/> Exempt per: State Contracting Manual (SCM) 4.06

**JUVENILE ACCOUNTABILITY BLOCK GRANTS PROGRAM**

This Grant Agreement is between the

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

and

**County of Stanislaus,**

an entity duly organized, existing and acting pursuant to the laws of the State of California, hereafter referred to as the "Grantee".

The parties agree as follows:

**SECTION 1. PROJECT SUMMARY**

Stanislaus County Probation Department will utilize Juvenile Accountability Block Grant funds to support evidence-based practices to hold juvenile offenders accountable for their criminal activities. The project has four components; a Community Service Program which contracts with United Way to provide a community service option in a graduated sanction model; an In-Custody Alcohol and Other Drugs (AOD) Program which will contract with a community based organization to provide an evidenced-based AOD youth treatment program for detained juvenile offenders; an Out-of-Custody Alcohol and Other Drugs Program which will contract with Behavioral Health and Recovery Services to provide an evidenced-based AOD youth treatment program for juvenile offenders and a Cognitive Behavior Therapy (CBT) Program for juvenile offenders.

**SECTION 2. ASSURANCES**

- A. Grantee agrees to comply with all conditions of this Grant Agreement, all standard Grant Agreement conditions as contained in Exhibit A, all federally required assurances as contained in Exhibit B, general terms and conditions as contained in Exhibit C, and all budget items and conditions as contained in the Application for Funding.
- B. Grantee agrees to comply with the financial and administration requirements set forth in the most current edition of the BSCC's *Grant Administration and Audit Guide, Federal Juvenile Justice Grants*.

**SECTION 3. PROJECT OFFICIALS**

- A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or in connection with the interpretation, performance, or payment for work performed under this Grant Agreement. Disputes shall be resolved in accordance with the provisions of Exhibit A.
- B. The Grantee project officials shall be those identified as follows and as specified in Section 1 of the Application for Funding:

*Authorized officer with legal authority to sign:*

NAME: Jill Silva  
TITLE: Chief Probation Officer  
ADDRESS: 2215 Blue Gum Avenue, Modesto, CA 95358  
TELEPHONE: (209) 525-4504  
FAX: (209) 525-4586  
EMAIL: [silvaj@stancounty.com](mailto:silvaj@stancounty.com)

*Designated financial officer authorized to receive warrants:*

NAME: Karen Curci  
TITLE: Administrative Services Manager  
ADDRESS: 2215 Blue Gum Avenue, Modesto, CA 95358  
TELEPHONE: (209) 525-4556  
FAX: (209) 525-4586  
EMAIL: [curcik@stancounty.com](mailto:curcik@stancounty.com)

- C. Either party may change its project representatives upon written notice to the other party.

#### **SECTION 4. REPORTS**

- A. Grantee will submit quarterly progress reports, including results for the Federal performance indicators, in a format developed by the BSCC that describes progress made with respect to program objectives and activities.

Due dates are as follows:

<u>Reporting Periods</u>	<u>Due (No Later Than):</u>
1. July 1, 2012 through September 30, 2012	November 15, 2012
2. October 1, 2012 through December 31, 2012	February 15, 2013
3. January 1, 2013 through March 31, 2013	May 15, 2013
4. April 1, 2013 through June 30, 2013	August 15, 2013

- B. Grantee will submit all other reports and data as required by the BSCC.

#### **SECTION 5. INVOICES**

- A. The Grantee shall be paid in arrears by submitting a quarterly invoice for approved program expenditures for the reporting periods and due dates noted in Section 4.
- B. An invoice is due to the BSCC even when grant funds are not expended in the reporting period.

#### **SECTION 6. GRANT AMOUNT AND LIMITATION**

Under no circumstances shall the BSCC be obligated to pay any amount in excess of the Grantee's award. Grantee waives any and all claims against the BSCC, the State of California, and the Federal Government on account of project costs that may exceed the sum of the award amount.

**SECTION 7. AVAILABILITY OF FUNDS**

- A. Grantee agrees that the BSCC’s obligation to pay any sum under any provision of this Grant Agreement is contingent upon the availability of sufficient funds. This Grant Agreement is valid and enforceable only if sufficient funds are made available by the United States Congress and California Legislature.
- B. Subject to any additional restrictions, limitations, statutes or conditions enacted by the United States Congress, the outlined provisions, terms and funding may change at any time during the life of this Grant Agreement.

**SECTION 8. BUDGET**

LINE ITEM	GRANT FUNDS	CASH MATCH	IN-KIND MATCH	TOTAL
1. Salaries & Benefits		\$4,093		\$4,093
2. Services & Supplies	\$4,000			\$4,000
3. Professional Services				\$0
4. CBO Contracts	\$32,837			\$32,837
5. Administrative Overhead				\$0
6. Fixed Assets/Equipment				\$0
7. Other				\$0
<b>TOTAL</b>	\$36,837	\$4,093	\$0	<b>\$40,930</b>

**SECTION 9. AUDIT**

Per Article 8 of the Standard Conditions, grant recipients must submit an audit of expenditures within 120 days following the end of the grant period. Grantees may choose either a program-specific audit or a single federal audit. Federal guidelines allow grant recipients receiving \$500,000 or more in federal funds in a fiscal year to use their federal juvenile justice grant funds to pay for the cost of the audit. Grantees falling below the \$500,000 threshold must use non-federal funds (i.e., match funds) to pay for audit costs. **For purposes of this grant award, please check one of the boxes below to indicate the grantee’s choice for meeting the audit requirement.**

In conformance with Federal OMB Circular #A-133, and the California State Controller’s Accounting Standards and Procedures Chapter 23, Grant Accounting Index, the identified grant will be included in the City/County Single Federal Audit Report, which will be submitted to the BSCC within the required timeframe of 120 days from the end of the grant period. NOTE: Should an extension be needed, please provide in advance of the deadline a written justification that indicates the reason(s) for the extension and the timeframe needed.

**OR**

In conformance with Federal OMB Circular #A-133, and the California State Controller’s Accounting Standards and Procedures Chapter 23, Grant Accounting Index, the grantee will provide a Program-Specific Final Audit Report to the BSCC within the required timeframe of 120 days from the end of the grant period.

**SECTION 10. SCOPE OF WORK**

Grantee agrees to implement and complete the project in accordance with the approved Application for Funding.

**SECTION 11. CONFLICTS BETWEEN DOCUMENT TERMS**

In the event of any inconsistency in the Grant Agreement, except as otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- 1) Grant Agreement Sections 1 through 11
- 2) Exhibit B, Federal Assurances
- 3) Exhibit A, Juvenile Accountability Block Grants Standard Conditions
- 4) Exhibit C, GTC 610

**EXHIBIT A**  
**JUVENILE ACCOUNTABILITY BLOCK GRANTS PROGRAM**  
**STANDARD CONDITIONS**

**ARTICLE 1. ASSIGNMENT**

This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.

**ARTICLE 2. AMENDMENT**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

**ARTICLE 3. PROJECT COSTS**

The BSCC's *Grant Administration and Audit Guide, Federal Juvenile Justice Grants* outlines eligible and ineligible project costs, as well as match and project income requirements. Grantee is responsible for ensuring that all invoices contain only eligible project costs.

**ARTICLE 4. GRANTEE'S GENERAL RESPONSIBILITY**

Grantee is solely responsible for the project activities as identified in the Application for Funding. Review and approval by the BSCC is solely for the purpose of proper administration of grant funds by the BSCC and shall not be deemed to relieve or restrict the Grantee's responsibility.

**ARTICLE 5. GRANTEE ASSURANCES AND COMMITMENTS**

A. Compliance with Laws and Regulations

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California and the United States Department of Justice. Grantee shall at all times comply with all applicable federal and state laws, rules, and regulations, and all applicable local ordinances, specifically including, but not limited to, environmental, procurement and safety laws, rules, regulations, and ordinances.

B. Fulfillment of Assurances and Declarations

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

C. Use of Grant Funds

Grantee shall expend all grant and matching funds solely for eligible project costs. Grantee shall, upon demand, remit to the BSCC any grant funds and interest or income not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions, or commitments of this Grant Agreement.

D. Permits and Licenses

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

E. Contracting Requirements

In accordance with the provisions of this Grant Agreement, the Grantee may contract with public or private contractors for services where activities are necessary for the program/project implementation. Grantee agrees that in the event of any inconsistency between the Grant Agreement, its Exhibits and Grantee's agreement for services with a contractor, the Grant Agreement and its Exhibits will prevail. Grantee shall ensure that the contractor complies with all requirements of the Grant Agreement.

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

Grantee agrees to place appropriate language in all contracts for work on the project requiring the Grantee's contractors to:

1) Books and Records

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

2) Access to Books and Records

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

3) Non-discrimination Clause

During the performance of this Agreement, Contractor and its subcontractors shall comply with all Federal statutes relating to non-discrimination, including but not limited to



prohibitions against discrimination on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age or marital status.

#### **ARTICLE 6. PROJECT ACCESS**

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

#### **ARTICLE 7. RECORDS**

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

#### **ARTICLE 8. ACCOUNTING AND AUDIT REQUIREMENTS**

All funds received by the Grantee shall be deposited into separate fund accounts which identify the funds and clearly show the manner of their disposition. Grantee agrees that the audit and accounting procedures shall be in accordance with generally accepted government accounting principles and practices (see *Accounting Standards and Procedures for Counties*, California State Controller, Division of Local Government Fiscal Affairs) and adequate supporting documentation shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from support documentation to the accounting records to the financial reports and invoices. The Grantee further agrees to the following audit requirements:

A. Federal Single Audit Act

If the Grantee expends \$500,000 or more in a year in federal funds, Grantee agrees to comply with the provisions pursuant to the Federal Office of Management and Budget Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations." Circular No. A-133 requires non-federal entities that meet the expenditure criteria to have either a single or program-specific audit conducted for that expenditure year.

B. Interim Audit

The BSCC reserves the right to call for a program audit or a system audit at any time between the execution of this Grant Agreement and the completion or termination of the project. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement, or take other remedies legally available.

C. Annual Audit

- 1) Within 120 calendar days of the Grant Agreement end date, all Grantees must obtain and submit an annual program audit to the BSCC. Only Grantees expending \$500,000 or more in a year are authorized to use federal funds to pay the costs associated with performing the audit. Should the federal single audit report include this grant project, the Grantee may submit the federal single audit to satisfy the annual audit requirement. The audit shall be prepared in accordance with generally accepted auditing standards and government auditing standards for financial and compliance audits.
- 2) Since the audit function must maintain organizational independence, the Grantee's financial officer for this project shall not perform the annual audit. If the Grantee's internal auditor performs the audit, the auditor must be organizationally independent from the Grantee's accounting and project management functions. Additionally, Grantee's internal auditors who report to the financial officer, or to whom the financial officer reports, shall not perform the audit. The person conducting the audit shall be a certified public accountant, unless a Grantee auditor completes the audit.

**ARTICLE 9. CHANGES**

- A. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.
- B. No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in the Application for Funding. Changes shall not be implemented by the project until authorized by the BSCC.
- C. Under no circumstances will any budget line item changes be authorized which would cause the project to exceed the amount of the grant award identified in the Grant Agreement. Further, in no event shall changes be authorized for the Indirect Costs/Administrative Overhead line item that would result in that line item exceeding five percent (5%) of the grant award.

## **ARTICLE 10. DISBURSEMENT**

The Grantee shall be paid in arrears on invoices submitted to the BSCC on the forms or processes determined by the BSCC, certifying to the accuracy of the reports in accordance with generally accepted governmental accounting principles and BSCC regulations, guidelines, policies and procedures.

## **ARTICLE 11. WITHHOLDING OF GRANT DISBURSEMENTS**

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

## **ARTICLE 12. TERMINATION**

- A. This Grant Agreement may be terminated at any time by the BSCC, where it appears that there will be lack of grant funds available to fulfill this Grant Agreement, provided that after such termination, the Grantee shall be entitled to an amount that equals the eligible project costs that have been incurred by the Grantee prior to such termination.
- B. This Grant Agreement may be terminated after the award of the Grant Agreement but prior to completion of the project, by the BSCC, upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction by the Grantee includes but is not limited to:
  - 1) Substantial alteration of the scope of the grant project without the prior written approval of the BSCC;
  - 2) Refusal or inability to complete the grant project in a manner consistent with the Application for Funding or approved modifications;
  - 3) Failure to provide the required local match share of the total project costs;
  - 4) Failure to meet prescribed assurances, commitments, Grant Agreement, and recording, accounting, auditing, and reporting requirements.

- C. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with Article 13.

### **ARTICLE 13. DISPUTES**

- A. Grantee shall continue with the responsibilities under this Agreement during any dispute.
- B. The Grantee may appeal a BSCC staff decision on the basis of alleged misapplication, capricious interpretation of the regulations, policies and procedures, or substantial differences of opinion that may occur concerning the proper application of regulations, policies or procedures.
- C. If the Grantee is dissatisfied with an action of BSCC staff, the Grantee may appeal the cause of the dissatisfaction to the Deputy Director in charge of the Corrections Planning and Programs Division of the BSCC. Such appeals shall be filed within 30 calendar days of the notification of action with which the Grantee is dissatisfied. The appeal shall be in writing, and shall:
- state the basis for the dissatisfaction;
  - state the action being requested of the Deputy Director; and,
  - include any correspondence/documentation related to the cause for dissatisfaction.
- D. The Deputy Director will review the correspondence and related documentation and render a decision on the appeal within 30 calendar days, except in those cases where the Grantee withdraws or abandons the appeal. The procedural time requirement may be waived with the mutual consent of the Grantee and the Deputy Director.
- E. The Deputy Director may render a decision based on the correspondence and related documentation submitted by the Grantee and may consider other relevant sources of information deemed appropriate. The decision of the Deputy Director shall be in writing and shall provide the rationale for the decision.
- F. If the Grantee is dissatisfied with the decision of the Deputy Director, the Grantee may file a request for review by the BSCC Executive Director. Such a request shall be filed within 30 calendar days after receipt of the Deputy Director's decision. The requested review shall be in writing, and shall:
- state the basis for the dissatisfaction;
  - state the action being requested of the Executive Director; and
  - include any correspondence/documentation related to the appeal.
- G. The Executive Director, after reviewing the appeal and the correspondence related to the review, may decide the matter on the record or request additional information. After a decision is made by the Executive Director, notice of the decision shall be mailed to the Grantee. The decision of the Executive Director shall be final.

### **ARTICLE 14. WAIVER**

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

## EXHIBIT B

### FEDERAL ASSURANCES

The Grantee hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements including the following:

1. As required by Section 1352, Title 31 of the U.S. Code, and implemented as 28 CFR, Part 69, the Grantee certifies that:
  - A. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
  - B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Grantee shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - C. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements and subcontracts) and that all sub-recipients shall certify and disclose accordingly.
2. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR, Part 67, the Grantee certifies that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a State or Federal Court, or voluntarily excluded from covered transactions by any federal department or agency.
  - B. Have not, within a three-year period preceding this application, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - C. Are not presently indicted for, or otherwise criminally, or civilly, charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated above.
  - D. Have not, within a three-year period preceding this Grant Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.
3. As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, the Grantee certifies that they will provide a drug-free workplace by:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

- B. Establishing an on-going drug-free awareness program to inform employees about:
    - 1) The dangers of drug abuse in the workplace;
    - 2) The Grantee's policy of maintaining a drug-free workplace;
    - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - C. Making it a requirement that each employee to be engaged in the performance of the grant project be given a copy of the statement required by paragraph (A);
  - D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
    - 1) Abide by the terms of the statement; and
    - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - E. Notifying the BSCC in writing, within 10 calendar days after receiving notice under subparagraph D.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number of each affected grant;
  - F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph D.2, with respect to any employee who is so convicted:
    - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
    - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A, B, C, D, E, and F.
- 4. Grantee agrees to comply with the financial and administration requirements set forth in the current edition of the *OJP Financial Guide*.
  - 5. Grantee will maintain an Equal Employment Opportunity Plan (EEOP) if the grant award is more than \$25,000.
  - 6. If the grant award is \$500,000 or more, and the Grantee has 50 or more employees, Grantee must submit its EEOP within 60 days from the date of this award to the Federal Office for Civil Rights (OCR) ([www.ojp.usdoj.gov/ocr](http://www.ojp.usdoj.gov/ocr)). A copy of the federal approval letter must be submitted to the BSCC. If Grantee has a current EEOP approval letter, it shall be submitted to the BSCC.
  - 7. Grantee acknowledges that failure to submit the required EEOP that is approved by the Office for Civil Rights (OCR) is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the Grantee is in compliance.
  - 8. In the event a Federal or State court or administrative agency makes a finding of discrimination after a due

process hearing on grounds of race, color, religion, national origin, sex, or disability against the Grantee, the Grantee will forward a copy of the finding to OCR.

9. Grantee agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the *OJP Financial Guide*, Chapter 19.
10. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789 g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information.
11. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.