



TITLE II JUVENILE DELINQUENCY PREVENTION AND INTERVENTION GRANT PROGRAM

YEAR 4 REAPPLICATION PACKET

RELEASED JULY 24, 2018

**Four-Year Project Cycle
October 1, 2015 to September 30, 2019**

Applications due by 5:00 p.m., August 22, 2018

In addition to the original Title II Formula Grant Request for Proposals, this Reapplication packet includes important information about funding provisions, grant eligibility, and application submission requirements.



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CONTACT INFORMATION

This non-competitive Reapplication Packets provides information necessary to prepare a reapplication to the Board of State and Community Corrections (BSCC) for the Title II Juvenile Delinquency Prevention and Intervention Grant Program for Year 4 of funding. Funding will be awarded upon the successful completion of the Year 3 grant period and the submittal of the reapplication for Year 4 funding. Questions concerning this packet should be directed to:

Timothy J. Polasik, Field Representative
Corrections Planning and Grant Programs Division
Phone Number: (916) 621-2853
Fax Number: (916) 327-3317
Email: timothy.polasik@bscc.ca.gov

SUBMISSION INSTRUCTIONS

For Year 4 funding consideration, submit one originally signed Reapplication Packet to the BSCC's Corrections Planning and Programs Division by 5:00 p.m. on **August 22, 2018**. Reapplication packets must be **received in-house** – not just postmarked – by the due date.

Packets must be submitted to:
Board of State and Community Corrections
Corrections Planning and Grant Programs Division
2590 Venture Oaks Way, Suite 200
Sacramento, CA 95833
Attn: Deanna L. B. Ridgway, Associate Governmental Program Analyst

In addition, an e-copy/pdf of the same signed and dated reapplication **must** be emailed to JJ_Grants@bscc.ca.gov by **August 22, 2018**.

A complete reapplication packet includes:

- Sections I through VI including completion of all the required information in the tables and narrative fields within the reapplication document. Applicants must use the fill-in format provided by the BSCC.

GRANT REQUIREMENTS

Eligibility, Grant Period, and Funding Amount

Eligible applicants are current Title II grantees who were selected through a competitive process to receive Title II funding for a four-year cycle from October 1, 2015 to September 30, 2019 in the following program purpose areas:

	<u>Aftercare/Reentry</u>
• CA Youth Outreach	\$225,000
• El Dorado County Probation Department	\$149,985
• Fresno County Probation Department	\$300,000
• Shasta County Probation Department	\$146,938
• Youth Employment Partnership	\$94,881
	<u>Alternatives to Detention</u>
• Santa Cruz Probation Department	\$196,200
• South Bay Community Services	\$300,000
	<u>Delinquency Prevention</u>
• Centinela Youth Services	\$299,996
• Community Works West	\$300,000
	<u>Diversion</u>
• North County Lifeline	\$297,000
• Restorative Resources	\$225,000
• Watsonville (City of) Police Department	\$225,000

Title II grantees are eligible to apply for continuation funding through this non-competitive reapplication process for Year 4, which is October 1, 2018 to September 30, 2019. Grantees may request up to a maximum amount of their original award as listed above.

Grant Agreement

If the BSCC approves a Title II grantee's reapplication, the grantee is required to enter into a Grant Agreement with the BSCC. Grantees must agree to comply with all conditions of the Grant Agreement, all required assurances, general terms and conditions, and all budget items and conditions as contained in their reapplications. In addition, all awarded projects and any subcontractors must comply with General Terms and Conditions (GTC 04/2017) as provided in Appendix A.

Each grantee is responsible for maintaining the Grant Agreement, all invoices, records, and relevant documentation for at least three (3) years after the final payment under the Grant Agreement.

Eligible Grant Expenditures

Grant funds can be used to supplement existing funds dedicated to the project, but must not supplant funds that have been appropriated for the same purpose. For information on eligible and ineligible costs, please refer to the BSCC Grant Administration Guide on our website at: http://www.bscc.ca.gov/s_cppgrantfundedprograms.php

In addition, all funds must be used consistent with the requirements within the Department of Justice Grants Financial Guide (effective December 2017), available at:

https://ojp.gov/financialguide/DOJ/pdfs/DOJ_FinancialGuide.pdf

Invoices

The BSCC disburses grant funds on a reimbursement basis for costs incurred during the grant period. The State Controller's Office will issue the reimbursement or warrant only to the designated Financial Officer on the Year 4 reapplication. Grantees must submit invoices to the BSCC on a quarterly basis. The deadline is 45 days following the end of each quarter. Specific deadlines will be listed in the Grant Agreement. Grantees must maintain adequate supporting documentation for all costs claimed on invoices. The BSCC may request supporting documentation with each invoice submission.

Audit

The grantee must submit an audit of expenditures, which may be either Program Specific or part of a Single City/County Audit Report, within 120 days of the end of the grant period. Reasonable and necessary extensions to the due date may be granted, if requested. In addition, the BSCC reserves the right to require a financial audit any time between the execution of the grant agreement and 60 days after the end of the grant period.

Comprehensive Monitoring Visits

The BSCC staff may conduct Comprehensive Monitoring Visits with a grantee. The purpose of these visits is to assess whether a project complies with the grant program's administrative, programmatic, and fiscal requirements, including applicable Federal requirements. BSCC staff will also assess the progress each project has made toward its goals and objectives and provide technical assistance as needed.

Progress Reports

Grantees will be required to submit quarterly progress reports to the BSCC. These should be submitted to Deanna L. B. Ridgway, Associate Governmental Program Analyst, at JJ_grants@bscc.ca.gov. Progress reports are due 45 days following the end of each quarter. Specific deadlines will be listed in the Grant Agreement. At the end of the grant period, BSCC staff will compile, analyze, and synthesize the information and data report. BSCC staff will then upload the information and data into the Office of Juvenile Justice and Delinquency Prevention's online Data Reporting Tool (DCTAT).

Reducing Racial and Ethnic Disparity (R.E.D.)

The BSCC is committed to working with state and local agencies to reduce 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 support this effort, the BSCC periodically provides R.E.D. training for project directors and other interested staff. This training may be provided during this grant award year. Grantees will be contacted with details about the R.E.D. training dates and locations should training be offered.

Additional information about R.E.D. reduction can be found at the BSCC website: http://www.bscc.ca.gov/s_cppgrantfundedprograms.php

Additional Federal Requirements

Federal Requirements state, in part, that to be eligible for continued funding through the OJJDP Title II Formula Grant Program, grantees are subject to the following:

- The Project Director and Designated Fiscal Contact may be required by the BSCC to complete the United States Department of Justice Grants Financial Management Training the grant award by visiting the link below and keep the certificate of completion of file with all other official grant documents. USDOJ Grants Financial Management Training: <https://ojpfgm.webfirst.com>
- The grantee 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 data. This is a mandatory requirement of the Title II Formula Grant Program. Dun & Bradstreet: <https://iupdate.dnb.com/iUpdate/>

EVIDENCE-BASED PRACTICE

The BSCC is committed to the utilization of evidence-based principles and innovative, promising approaches that focus on effectiveness, efficiency, and equity (e.g., culturally competent and gender-responsive programming) with demonstrated success toward the reduction of disparity. The principles of Evidence-Based Practice (EBP) place an emphasis on achieving measurable outcomes and making sure services provided and resources used are effective.

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/principle fidelity
- performance management to improve programs 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.

The BSCC may provide such training during the grant award year. Grantees will be contacted with details about the training dates and locations should training be offered. Grantees may also choose to register/attend similar trainings offered by other subject matter experts. Grantees may also choose to host and deliver their own EBP training. BSCC staff is available to provide technical assistance in support of such training.

BACKGROUND

The Juvenile Justice and Delinquency Prevention Act of 1974 (last reauthorized in 2002) provides funds to support local and state efforts to prevent delinquency and improve the juvenile justice system. The Act establishes the Title II Formula Grants program for this purpose.

Please see the original 2015-2016 Title II Request for Proposals for descriptions and requirements for each year of the grant. The purpose of Year 4 is for Title II grantees to continue supporting the administration of the direct service project, including its monitoring, evaluation, and sustainability components.

By *[Signature]* Deputy

**TITLE II DELINQUENCY PREVENTION AND INTERVENTION GRANT PROGRAM
YEAR 4 REAPPLICATION
SECTION I: APPLICANT INFORMATION**

A. IMPLEMENTING AGENCY

ENTITY/AGENCY: Probation Department		COUNTY: Fresno	
TAX IDENTIFICATION NUMBER (TIN)	DUN AND BRADSTREET NUMBER (DUNS)	TELEPHONE NUMBER	
94-6000512	932953037	(559) 600-1250	
STREET ADDRESS	CITY	STATE	ZIP CODE
3333 E. American Ave, Suite B	Fresno	CA	93725
MAILING ADDRESS	CITY	STATE	ZIP CODE
3333 E. American Ave, Suite B	Fresno	CA	93725

B. GRANT AMOUNT REQUESTED & PROGRAM PURPOSE AREA

\$ 300,000 (up to the original Year 1 award amount) Program Purpose Area: Aftercare/Reentry

C. GRANT PROJECT DIRECTOR

NAME AND TITLE			TELEPHONE NUMBER
Vicki Passmore, Director			(559) 600-4890
STREET ADDRESS			FAX NUMBER
3333 E. American Ave, Suite B			(559) 455-2408
CITY	STATE	ZIP CODE	E-MAIL ADDRESS
Fresno	CA	93725	VPassmore@fresnocountyca.gov

D. GRANT PROJECT FINANCIAL OFFICER

NAME AND TITLE			TELEPHONE NUMBER
Greg Reinke			(559) 600-1247
STREET ADDRESS			FAX NUMBER
3333 E. American Ave, Suite B			(559) 455-4785
CITY	STATE	ZIP CODE	E-MAIL ADDRESS
Fresno	CA	93725	GReinke@fresnocountyca.gov

E. GRANT DAY-TO-DAY CONTACT PERSON

NAME AND TITLE		TELEPHONE NUMBER
Kristine Ruiz		(559) 600-4931
EMAIL ADDRESS		
KRuiz@fresnocountyca.gov		

F. APPLICANT'S AGREEMENT

By signing this application, the applicant assures the grantee will abide by the laws, policies, and procedures governing this funding.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN AGREEMENT
Sal Quintero, Chairman, Board of Supervisors

[Signature]
APPLICANT'S SIGNATURE

Nov. 6, 2018
DATE

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SECTION II: GRANT PROJECT TIMELINES

Part A: In the table below, please provide the Year 3 Timeline that was submitted in your Year 3 reapplication. Indicate whether each proposed activity was completed within Year 3 of the project (Yes or No). You may add additional rows to the table as needed. Alternatively, for your convenience, you may attach your Year 3 Timeline from your prior reapplication. If choose to attach your prior timeline, please indicate directly on the attachment whether the activity was completed.

Year 3 Proposed Grant Activity Timeline

Proposed Activity	Proposed Timeframe	Completed (Y/N)
Anchoring Success by Alfaro (third party evaluator) Annual Evaluation Report Presentation	October 2017	Y
Follow Up and Apply Evaluator's Recommendations for Program Improvements as find best fit as a team for participants	Oct '17-Jan '18	Y
Staff and Support the work of the Juvenile Reentry Transition Committee	Ongoing Work	Y
Establish Juvenile Reentry Transition Strategic Plan Sub-Committee	October 2017	Y
Agricultural & Garden Project Development	Ongoing Work	Y
Onboarding Training for Volunteers and New Staff (if applicable): Safety and Security Training, T4C, Focus Forward, etc	Ongoing/As Needed	Y
Tour of Organization's Mission	Ongoing	Y
Holiday and Success Celebration	Dec 2017	Y
Development of the Parent Component for Program Services	Oct '17-Dec '18	Y

Part B: Year 3 Timeline Narrative

Use the narrative section below to explain activity delays in Year 3 and/or activities not originally proposed but completed as part of your project implementation year.

Anchoring Success By Alfaro (AS) annual third party evaluation presentation was conducted on January 30, 2018. The original goal was in October 2018, but due to conflicting deadlines and scheduling, this was scheduled in January 2018, still within the fiscal year of this grant. This also allowed for additional quality assurance and review of collected data before final evaluation was conducted. All of the Probation Administrators were invited, including the Probation Services Manager who focuses on Evidence Based Practice on the campus and Focus Forward staff.

Follow Up and Apply Evaluator's Recommendations for Program Improvements as find best fit as a team for participants: Year 3's evaluation report is being finalized by AS, but based on the draft, we have seen that the list of recommendations as it pertains to data collection and fidelity of program/quality assurance has decreased dramatically. This demonstrates the adaptation of feedback from the Year 1 Evaluation Report. Into the year following Year 1 (of data collection and program implementation), there is a 6 month check in, each year where feedback is provided as well, and there was positive feedback around adjustments made at this 6 month evaluative meeting.

Staff and Support the work of the Juvenile Reentry Transition Committee: This has been ongoing as the committee has met.

Establish Juvenile Reentry Transition Strategic Plan Sub-Committee: The committee was established and met October 18, 2017. All Probation Administrators were invited, along with the Administrators of the Fresno County Superintendant of Schools' Alice Worsely Campus at the Juvenile Justice Campus, and from Focus Forward.

Agricultural & Garden Project Development:

A FF Intern has been tending to the garden every Saturday morning for 2 hours since April of 2018. Youth whose parents do not attend Family Sessions stay busy by tending to the garden. Now the garden has corn, tomatoes, jalapenos, watermelon, sunflowers, etc. This project will be ongoing. The youth have also been able to share food that they've gardened with their families, which has been a moment of great pride and family bonding. Additionally, Fresno County Superintendant of Schools has launched an agriculture class and has a greenhouse as well, all related to this work. We hope that these activities and learning opportunities can also be an additional education and career paths for our clients.

Onboarding Training for Volunteers and New Staff (if applicable): Safety and Security Training, T4C, Focus Forward, etc. All new Focus Forward staff and volunteers have received Safety and Security Training and onboarding training, which is a minimum of 15 hours of training and shadowing. For those who are available during the Thinking For A Change facilitation time, they also received this training and facilitate this curriculum in custody.

Tour of Organization's Mission: This has been ongoing. The Probation Department regularly conducts tours for college students, judges and other leaders. Focus Forward also conducts tours of the mission and largely spends the tour time in PREP, as a core program offered by Focus

Forward. Tours were occurring regularly and as the campus adjusted to PREA there was a pause on tours for Focus Forward. It is anticipated that as of August 2018, Focus Forward can begin doing monthly tours again. Currently, there are over 30 community leaders on a waitlist to take a tour! Including, but not limited to: CEO of our local Workforce Investment Board, Chief Financial Officer & Owner of a local franchised coffee chain, Assemblymember Joaquin Arambula, several Executive Directors of local Community Based Organizations, two doctors from Valley Children's Hospital and other philanthropists and possible donors!

Holiday and Success Celebration: Was hosted on December 7, 2017. There were 120 attendees at this event, where youth and families get to celebrate their successes! Families are served a sit down dinner, provided with holiday gifts and there's also a resource room set up where families get to access household items, clothing, parenting supplies (baby clothes, diapers, etc.).

Development of the Parent Component for Program Services: Parenting services have been ongoing and this year, we have established a stipend opportunity for a parent to volunteer with Focus Forward and receive a stipend to work with other parents. Additionally, FSS have developed family binders and expanded the family curriculum and activities.

Part C: Year 4 Timeline

Provide a proposed timeline for Year 4 of your project. You may either complete the table below or attach your own table that includes the information. Include approximate dates for major activities to be accomplished or obstacles to be cleared in the fourth year of funding. Include activities that were proposed for Year 3 but not completed, if still applicable.

[illegible]

Part D: Year 4 Timeline Narrative

Quarters 1 & 2

Use the section below to briefly detail project activities to take place within the first two quarters of Year 4 (October 1, 2018 – March 31, 2019). Include any trainings for project staff, conferences, collaborative meetings with current and anticipated partners, project evaluation needs, etc.

Anchoring Success will present on data within Year 3 and comparatively among each year services were provided. Presentation will include all Probation Administrators, partners and community leaders. There will be two excursions hosted in this quarter and several family engagement events. The field trip that will happen on or before December 2018 will have a performing arts theme. The sibling/family days provide opportunities for family bonding for the youth while they are incarcerated. Tours of Hope will be regularly scheduled to showcase the youth success and positive reentry outcomes that are occurring. TV/Promotion of the PREP work will happen on an ongoing basis through TV appearances, commercial and marketing materials provided in partnership with vendor, Focus Forward.

Quarters 3 & 4

Provide a brief explanation of project plans for the third and fourth quarters of Year 4 (April 1, 2019 - September 30, 2019). Include planning activities, program evaluations, preparation for Year 4, sustainability planning, etc.

In spring/May 2019, the vendor will discuss sustainability goals/objectives outlined in this proposal and work on a plan to meet these goals. There will be at least one excursion in this quarter which will have an amusement park/educational component (similarly to the Disneyland trip) and another excursion will tentatively be in the fall of 2019, but that is being determined. The sibling/family days provide opportunities for family bonding for the youth while they are incarcerated and will occur every other month. Tours of Hope will be regularly scheduled to showcase the youth success and positive reentry outcomes that are occurring. TV/Promotion of the PREP work will happen on an ongoing basis through TV appearances, commercial and marketing materials provided in partnership with vendor, Focus Forward.

SECTION III: PROPOSED BUDGET

Part A: Year 4 Budget Table

Complete the following table, **using whole numbers**, for the grant funds anticipated to be expended during the fourth year of the grant (October 1, 2018 to September 30, 2019), up to the original Year 1 Grant Award amount. The line items below represent how the BSCC will require grantees to report expenditures via its invoicing mechanism.

Please verify total grant funds requested as the table does not auto-calculate.

Applicants projecting to use grant funds for Indirect Costs / Administrative Overhead may not use more than 10 percent (10%) of the federal grant funds for this line item.

The 'Other' budget category should be used for conference registrations, training fees, and/or travel expenditures.

All funds shall be used consistent with the requirements within:

- The BSCC Grant Administration Guide
<http://www.bscc.ca.gov/downloads/BSCC%20Grant%20Admin%20Guide%20July%202016.pdf>
- The Department of Justice Grants Financial Guide (effective December 2017)
https://ojp.gov/financialguide/DOJ/pdfs/DOJ_FinancialGuide.pdf

BUDGET LINE ITEMS	PROPOSED GRANT FUNDS
1. Salaries and Benefits	\$ 0
2. Services and Supplies	\$ 15,000
3. Professional Services	\$ 0
4. Community-Based Organization (CBO) Contracts	\$ 260,760
5. Indirect Costs / Administrative Overhead (may not exceed 10% of grant award)	\$ 8,700
6. Fixed Assets/Equipment	\$ 0
7. Data Collection / Enhancement	\$ 0
8. Program Evaluation	\$ 15,000
9. Sustainability Planning	\$ 0
10. Other (include travel costs)	\$ 540
TOTAL	\$ 300,000

Part B: Budget Table Line Item Details:

The reapplication must provide sufficient detail in each category below to describe how federal grant funds will be expended to implement and operate the project as identified in the Year 4 Budget Table (above). The reapplication must provide sufficient justification that the amount of grant funds requested is reasonable and appropriate given the project's design and scope. If a budget line item is not applicable for the project, complete with N/A.

1. SALARIES AND BENEFITS (e.g., number of staff, classification/title, salary and benefits)

Requested Grant Funds Year 4: \$ 0

Narrative: N/A

2. SERVICES AND SUPPLIES (e.g., office supplies and training costs)

Requested Grant Funds Year 4: \$ 15,000

Narrative: Incentives for achievement of goals, as well as bus tokens and other items necessary for the youth and/or family to complete activities required by the reentry care plan.

3. PROFESSIONAL SERVICES: (e.g., consultative services - include name of consultants or providers)

Requested Grant Funds Year 4: \$ 0

Narrative: N/A

4. COMMUNITY-BASED ORGANIZATION CONTRACTS (e.g., detail of services - provide name of CBO)

Requested Grant Funds Year 4: \$ 260,760

Narrative: Funding will maintain the contracted 2.0 FTE Social Workers and 2.5 Parent Partners

5. INDIRECT COSTS / ADMINISTRATIVE OVERHEAD: Indicate percentage and methodology for calculation. In the "Grant Funds" column of the previous table, this total may not exceed 10% of the total funds requested.

Requested Grant Funds Year 4: \$ 8,700

Narrative: Although the actual Indirect Cost Rate Proposal is 26.29% for the Fresno County Probation Department, a 2.9% administrative overhead will be charged to the grant.

6. FIXED ASSETS / EQUIPMENT (e.g., computers, other office equipment necessary to perform project activities)

Requested Grant Funds Year 4: \$ 0

Narrative: N/A

7. DATA COLLECTION /ENHANCEMENT (e.g., programming services, data analysis)

Requested Grant Funds Year 4: \$ 0

Narrative: Our JAS automated system is capable of capturing all required data. Internal data analysis will not be charged to the grant.

8. PROGRAM EVALUATION (e.g., evaluator, materials)

Requested Grant Funds Year 4: \$ 15,000

Narrative: Funding covers the costs for a contracted independent program evaluator.

9. SUSTAINABILITY PLANNING

Requested Grant Funds Year 4: \$ 0

Narrative: Sustainability planning is integral to the planning process undertaken by the Juvenile Reentry Transition Committee. Members of the committee include representatives of juvenile justice system partners as well as government agencies, law enforcement and community based organizations. The staffing contributions made will not be charged to the grant.

10. OTHER (e.g., travel expenses, training fees)

Requested Grant Funds Year 4: \$ 540

Narrative: Mileage, lodging and food for two staff members to travel to Sacramento for a two day meeting are included in this figure.

SECTION IV: PROJECT PROGRESS AND PLANS

1. Identify specific criteria being used to include (or exclude) youth from participating in the grant project. Include assessments being used for placement and the project's average caseload size.

The expertise of the designated Deputy Probation Officer and Probation Assistant Director, along with recommendations of the Juvenile Correctional Officers are utilized in combination with the Positive Achievement Change Tool (PACT) to assess the fit for each youth's risk level and criminogenic needs to best determine fit within the PREP program for leadership and re-entry. The PACT is integral, as it better equips the Probation Department with information on the incarcerated youths risks which helps the Fresno County Planned Re-Entry Program (PREP) assess the youths risk and need in consideration of program eligibility.

The target population are youth, both males and females, aged 14-18 at program entry, who are committed to the Juvenile Justice Campus (JJC) and will prioritize those who have a minimum of 90 days of juvenile delinquency court jurisdiction remaining at the time of release and 60 days left in custody (it is important to note, that on rare occasion youth with less than 60 days have been accepted, and this may occur in Year 4 as well, but this is a very small minority), meaning services will start while youth are incarcerated and program will provide the aftercare reentry services on an ongoing basis. Youth will apply to the program as well as participate in an interview process in order to be formally enrolled. Only on rare occasions will youth with varying risk levels and varying commitments and/or court jurisdiction be considered for program enrollment, if their PACT score and assessment designates a strong benefit by program participation. Largely, the goal is to prioritize the high risk youth, as these are most in need of intervention services and are deemed to be the highest risk for reoffending. As noted in the report(s) that can be found on Focus Forward's website, the third party evaluation report demonstrates that a majority of youth served measured high risk on their PACT. Reports can be found at the following link under 'Check Out These Documents': <http://www.focusforward.org/prep/>.

It is projected that PREP will serve 80-100 youth in Year 4. As enrollment for PREP has increased in Year 3, the statewide institution populations are still significantly low, underscoring the importance of effective reentry services. The increase in enrollment efforts in part is due to the success and referrals from other participants. The success speaks to the effective use in lower case loads. The average caseload for the assigned Deputy Probation Officer has been an average of 30 active participants. Vendor Focus Forward, has a total of 4 full time paid staff and 2-3 stipend interns of Social Workers, Family Support Specialist and Youth Support Specialist assigned to the project. On average, each Social Worker has an average of 30 active participants and Family Support Specialist have a caseload of 10-15 active participants and households that are being served. As participants transition into the community and achieve their goals on their case plan, they will not need as many services. Once probation has transferred or terminated, the youth will not be on the caseload of the designated DPO, but FF may continue a 'soft touch' contact, meaning the follow up will not be weekly or monthly home visits, but a quicker check in on progress.

2. Detail the rehabilitative interventions (recidivism reduction models) and local opportunities being used within the project for participants making the transition from detention back into the community. Include how supervision collaboration is working between probation and the community-based organization(s) supporting these youth.

The communication and supervision between Fresno County Probation Department and vendor Focus Forward has been key in the development and implementation of the program throughout the extent of the contract with the BSCC. The partnership and effective communication have provided new opportunities for youth and their families. The youth and their families are served through a client centered approach and wrap around like services. The designated Deputy Probation Officer has been able to provide additional supervision for in custody services, and allow for a smooth transition at re-entry as the same probation officer follows the youth post release until completion of the program. PREP's program design is focused on wraparound philosophy for the family as whole, by engaging the youth and family in as many services as possible to mitigate barriers and address needs to reduce recidivism and stimulate successful life outcomes. Many studies have shown that family engagement during incarceration as well as ongoing support post-release improve re-entry and reduce recidivism rates. In partnership with vendor Focus Forward, through our third party evaluator, and maintaining 9.9% recidivism rate for this intervention, compared to 33% across Fresno County, comparatively (following the BSCC's definition), we have realized wrap/family engagement and effective collaboration is an impactful recidivism reduction model.

As the reentry process is being approached by serving both the youth while detained, and the family to prepare for transition, the SW's and FSS's have individualized case plans for youth and care providers, separately as needs and strengths are identified in advance. Every case plan has a different approach as every case is unique, some may need minor support while others may need more one on one multiple sessions a week. Additionally, youth benefit from Thinking For A Change, an integrated, cognitive behavioral change program that helps restructure thoughts, develop social skills and critical thinking. This curriculum is offered to youth incarcerated at the Fresno County Juvenile Justice Campus, including all participants involved in PREP. PREP clients also receive (as needed/relevant to youth-specific needs and case plan): clinical counseling and substance abuse services by licensed clinicians.

As this work is comprised of working with both the youth and their family, the collaborative efforts with Focus Forward (FF) have been essential, to provide four core services that FF is providing: 1) Academics; school related and post-secondary educational goals and services. 2) Workforce; certifications, job training, employment opportunities, 3) Behavioral and Medical Health; related to clinical diagnoses or illnesses, including but not limited to chemical dependency with substance abuse, 4) Life Skills; social skills like anger management or coping skills to budgeting, nutrition, transportation and housing assistance.

Some key services provided to all enrolled participants and their families include: evidence based Nurturing Parenting of Adolescents curriculum, intended for the families to begin while in custody and continue post release. Simultaneously, FF host family night workshops that provide families with resources and tools that may help them, navigating the justice system, other educational workshops relevant to keeping the youth out of the justice system, and addressing day to day stressors within their household. The philosophy in serving the family as a whole simultaneously, lends itself in creating organic support systems that will carry on beyond the time that probation and FF will be in their lives, for sustainable support and ongoing recidivism reduction. The team wants to ensure that participants and their families are utilizing the program

to identify and build strengths to be empowered to keep on moving forward. The goal is to establish long term success, other than just while in the program.

Additionally, the PREP program is introducing youth to prosocial activities and experiences that they may not have normally been exposed to outside of the program. These activities have and will continue to include: sporting events at local colleges, touring colleges and trade schools, educational excursions such as going to a museum or the zoo, going to a play. Excursions for year three also included trips that were out of the area that allowed for a travel experience, when many of the youth have never left Fresno or experienced going to the beach, Disneyland, etc. This will also include community service experiences and leadership development work that will be done both in custody and out of custody. There has been positive feedback on these excursions! The Disneyland excursion that was completed had a leadership training and understanding of the need for diversity as well as courage and determination to accomplish goals and believe in their dreams. For youth who attended this excursion none of them had ever been to Disneyland. One of the teen dad's who was also co-enrolled in Focus Forward's teen parenting program for incarcerated teens said, 'I can't wait to be on the outs and do good so I can take my daughter there (Disneyland) one day.' This young man has been released from custody for four months and so far has remained out of custody and is currently looking for employment. Youth were also taken to San Francisco to go on the tour of Alcatraz, a first for all of the youth, and the youth had never seen the ocean. In Year 4, as outlined in the timeline section of this reapplication, there will be additional excursions. All excursions will continue to promote prosocial experiences, have educational components and expose the youth to new experiences, which continues to incentivize the youths success and instill hope, as they plan for their future.

3. Describe how the project is creating a positive change for the participating youth and their families. List the measures are you using to determine this change as well as determining decrease in substance use/abuse, improvement in family relationships, and/or improvement in school/social behaviors (as applicable).

The success of services and programming being rendered to the families and participants is being collected in a qualitative and quantitative method. The programs and services have been divided into four major components, as previously identified: 1) Academics 2) Workforce Development 3) Behavioral and Medical Health 4) Life Skills. These 4 categories address risk factors, including, but not limited to: co-occurring disorders, anger management, homelessness, lack of educational and employment opportunities to determine key services and programs and help inform case plan focus areas.

The frequent communication with families is providing them with the ongoing support to ensure that as needs develop, the support is there to help address the situation and regularly engage them in youth progress as well. The support the families are receiving through the Family Support Specialist (or parent partners as previously indicated in first application) has been able to create a foundation for the family so the youth can focus on his/her re-entry and programming. As highlighted by the National Reentry Resource Center in the Effectively Implementing Family Engagement and Involvement Practices for Youth in the Juvenile Justice System webinar, the family engagement in the progress of the participants is important as well as the family feeling included and part of the treatment team that can make a difference in the results post release. Over 80 families/households were served. Again, you can find

more information regarding family engagement results here: <http://www.focusforward.org/prep/> under documents section.

The team is utilizing a client-centered approach, meaning meeting each client and family where they are in life. The client centered approach practice with families and youth has created more engagement in the fulfillment of their individual case plan. Often times we have learned that our youth establish goals for the long term without breaking out the smaller steps to get there, but with the assistance of the team the youth are learning to develop short term goals for instant gratification to keep moving forward for the long term goals, as opposed to saying 'I'm just going to do well when I get released,' which doesn't break out smaller goals to help them do well once released. The ability to address life changing obstacles has made a difference for participants and their families.

Below is a case study of a family that is in the process of completing the program, as one example (please note, that each case varies and this is to provide a singular case study for reference of clear positive change and case plan work flow and demonstrates improvement in family relationships and school and social behavior):

The PREP Team was recently working with a participant that was released after a 365 day commitment who was 18 years of age. Since the young man did not want to live with his parents upon release, the PREP Social Worker and Family Support Specialist actively helped this young man find sustainable housing and support upon release. After working with the family the SW, FSS, and minor all agreed living with his Step Father would be beneficial to his success. Once an after care plan was decided Fresno County Probation allowed his Step Father to attend The Nurturing Parenting Program, which was key to his success. The minor was fortunate enough to have a welding job secured for him upon release so the SW was able to obtain his out of state birth certificate to help him obtain employment. This was vital in order for the Deputy Probation Officer to assist the minor in applying for his California Identification Card. Due to the collaboration of the young man, SW, FSS, and DPO the minor was released and started working the next day. This client has continued to avoid any new charges or VOP's and FF will continue to offer aftercare services.

Family Sessions have been a key component to the direct impact on the families. As previously mentioned the Nurturing Parenting of Adolescents curriculum is utilized to facilitate family sessions for three hours, for both in custody and post release families as well. The families are encouraged to utilize the tools that are provided to them throughout the lessons for specific situations that may arise in their home. The impact is being collected through data and results will be reported in the evaluator's report (which can be found here: <http://www.focusforward.org/prep/>), but the qualitative data that has been gathered through testimonials and surveys speak volumes about parents sharing that they feel they are getting their son back or disclosing that they now know how to show affection for one another. The family sessions are intended to provide parents and adolescents a platform to establish family morals, values, expectations, rules and boundaries in a nurturing manner with effective communication and compromise. The Nurturing Parenting curriculum is proven to repair and restore damaged parent-child relationships among the highest risk populations and helps prevent child abuse.

In addition, the PREP program has prioritized the goal of having youth obtain their documents, as most of our clients do not have Birth Certificates, Social Security

Cards, etc. and this is a real barrier for their independence. Other measurable successes for youth directly include: the youth completing program applications while in custody for Workforce Investment Board funded Programs. ResCare (locally), completion of the Marjaree Mason Center Know More workshop on preventing teen dating violence, completion of the Fresno Barrios Unidos El Joven Noble program, participation in SHAREs an anti-bullying curriculum, participation in the Boys and Girls Club youth development workshops and activities, 8 youth have successfully obtained employment post release, and 2 began college as they had graduated pre-release. In addition, the youth have participated in leadership development through advocacy workshops on an ongoing process. One in which, they just participated in a workshop to write letters to the BSCC and local politicians. Measurable success for families as a whole include: assisting families with move in costs and emergency housing resources, helping parents develop workforce opportunities, budget management, and most importantly support in navigating the system (ie. courts and probation questions, meetings, etc). In addition, one of the biggest success that the program has been able to achieve thus far has been ensuring that the recidivism rate is lower than the baseline, which has been achieved

4. Explain the progress achieved in Year 3 for collecting data on project youth previously involved in the justice system and the collaboration with the other youth-serving systems in your county. In addition, describe how data collection and data sharing is progressing with the other collaborating agencies/stakeholders.

The third party evaluator AS, as previously mentioned, has established a personalized system to gather the information needed to evaluate every aspect of PREP services with the 4 core program components. The system developed for PREP includes information gathered from Fresno County Probation Departments Juvenile Automation System and newly developed e-form assessment. In order to stay true to the client centered approach, the use of collecting data diligently and effectively was discussed to not harm the youth as well as AS conducting regular Quality Assurance Checks to make sure everything is recorded and evaluated accurately. Data collection incorporates Federal Performance Measures and Title II participant-specific data including, but not limited to: age, gender, race/ethnicity, criminal history, substance use history, family/living arrangement history, social and personal history, post-release recidivism, post-release employment, and post-release housing.

Data is also being collected on interventions provided to each youth, to include: services history prior to booking, in custody and post custody services provided, and duration of services. This information will be utilized to learn more about the PREP services and their effectiveness, and evaluate if any adjustments need to be made for the following years.

In addition, the positive youth outcomes are establishing baselines for outcomes for youth while in the JJC Commitment facility; accomplishment of treatment goals, particularly for youth with mental health and/or substance abuse disorders, educational progress and credit attainment, vocational or other types of skill training; development and attainment, and level of family engagement/involvement. The baselines for youth in the community upon re-entry will include: school re-enrollment and school attendance, employment, involvement in prosocial activities, level of substance use, and family involvement in the child welfare and other service systems. The Transition Committees are identifying measureable and achievable annual targets for improvement in each of these positive youth outcomes. The data is enabling Fresno County Probation Department to assess the effectiveness of current

partner services and evaluate partnerships that may need to be developed. As we have established the core components of the multi-year strategic plan, the subcommittees input will continue to influence this plan in the upcoming years.

In summary, the evaluation component has utilized research based approaches and information gathered through the information sharing happening between FF and Probation as well as partner agency services and partner agencies are included through the Juvenile Reentry Transition Subcommittees. Year 3, provided the evaluator the ability to capture 12 whole months of service delivery and present a more comprehensive annual report to the team with recommendations to take in consideration. The evaluator will be presenting the report to the Probation Administration Team, vendor Focus Forward and other parties that may be interested in the progress.

5. Discuss the project's cultural awareness and competency strategies. Include types of materials available in languages other than English, cultural outreach activities, and/or challenges in adapting the project for limited English participants and their families. PREP consists of a diverse team, as members from the team have various ethnic and cultural backgrounds, including Caucasian, Hispanic, Asian and African American as well as LGBTQ representation and 1 Spanish Speaking staff. It is important to note that probation is aware and recognizes the importance of being culturally sensitive to our population. Our staffing reflects that commitment to being culturally sensitive.

PREP is providing family's information in their first language. Focus Forward has translated applications, flyers, and forms in Spanish, as at the moment it is the main language that is in demand by the families that are being served. Groups and events will continue to be made available in multiple languages. It is anticipated that the translation of forms will be completed for other languages as the need and opportunity develops.

With the client centered approach it is important that the program is understanding and respectful of cultural beliefs and practices. Particularly as we are conducting home visits--both Probation and FF. The team has been exposed to various webinars and informational material on cultural awareness and strategies. The support for the strategies will be ongoing as it is an important factor to have effective communication with our families.

The youth are exposed to activities and events that provide them with life enrichment opportunities to become more culturally aware of their own culture and others. The work through El Joven Noble expose the youth to an array of cultural activities. The youth are exposed to cultural awareness events through participation in community events and guest speakers. Some examples of exposure outside of youth's normal activities include Guest Speakers from Bitwise Technology, Marjaree Mason Center and National Air Guard Captain; and, attending Community Service Project to Feed the Homeless, Fresno Giants Baseball Game and in the future we will continue with college tours and community service projects. Youth also had the opportunity to attend out of town excursions such as Disneyland, Monterey Bay Aquarium, and Alcatraz. As a majority of our youth have not been outside of Fresno these were eye opening experiences. As youth experience these prosocial activities PREP Staff continue to reflect upon the event with the youth to help them better understand the cultural awareness components of the activity.

SECTION V: SUSTAINABILITY

1. List sustainability goals and objectives proposed for Year 4.

Goals and objectives include:

1. Continue to implement and develop the work being done through tours that we are branding 'Tour of Hope' which will be a tour of the mission of this work, this will also include other programs and services offered on campus, with PREP as a main highlight this work to local leaders, professionals and interested community members of our program, services and campus as a whole. The tours provide an overview of the vendor Focus Forward and/or Probation mission, the PREP program is highlighted and visited during these tours. We will collect contact information from the visitors to continue to share program success with them. Alongside vendor, we will continue to conduct regular grant research to obtain additional funding that could be leveraged for the PREP program. We believe that sharing the impact of this work, helps spread the word and may attract ongoing resources. Objectives to accomplish this goal: (1). Schedule monthly tours (which FF and Probation are working on) at different times, to accommodate varying schedules, to have leaders and potential partners on campus. (2). Highlight these tours on TV (for eligible community members). One of FF's board members is the General Manager of two local TV stations and has provided FF with 6 TV slots on a live TV show and FF is designating one just for the PREP program and will include the Chief Probation Officer and the CEO of FF and the Chief will highlight the work happening at the Juvenile Justice Campus and the PREP success. (3). Continue to craft the message of the tour. So far the tours have not been very scripted, but each tour continues to be adjusted to best highlight the programs and services, this will continue to happen until the messaging is as effective as possible and more people want to get involved or donate to this work.

2. Using the evaluation report, will provide materials that can be shared to donors and stakeholders, such as success statistics, photos, specific anonymous case scenarios, etc. Objectives (1). Include this information on the commercials/TV appearances. (2). Apply to participate in conference presentations to present the work that's happening. (3). Incorporate these facts, statistics and information in all promotional materials (4). Prioritizing donors and stakeholders to share this with locally, statewide and nationally

3. An additional goal is to explore producing a 'tool-kit' or curriculum in year 4, that could be implemented in other Juvenile Institutions and be a fee for service model for Vendor to receive income to maintain staffing for this program---this will depend on interest of other institutions. Currently, the Focus Forward CEO has shared with Probation that she has been in contact with a national nonprofit that acts as a steward for donors, called the Bridgespan group. This group works with large-scale donors who want to remain anonymous, and are interested in large/longterm partnerships. This particular donor was interested in mentoring programs (which Focus Forward offers), but we hope to identify additional conversations and opportunities like this. We are still working on additional objectives for this goal, and hope that the activities and progress with goals 1 and 2, will help us develop goal 3. A fee for service could be established here, as we train other institutions and partners to do this work. There are also other tool kits or training programs across the state and nation we may be able to learn from as well. We will also continue to look for additional grant opportunities that help fund intermediary grant projects that could pay for us to develop a 'train the trainer' program or help sustain this work.

2. Detail specific examples of activities proposed for Year 4 that will increase the likelihood of the project continuing after the conclusion of the Title II grant funding (i.e. identification and leveraging of alternative funding streams, networking events, collaboration, etc.).

Taking tours to local organizations and inviting prominent leaders from the community to the Juvenile Justice Campus will showcase the success of the program, and develop larger interest and awareness about this work that may lead to long term partnerships and donors. The evaluator's comprehensive results of the program impact will be reported through the Juvenile Justice Commission, Juvenile Reentry Transition Committee and subcommittees, and we will share the produced report with local and state funders and other stakeholders. This report will also show success over time, as we will continue to run reports in Year 4, which will be presented to the Chief Probation Officer. Having this successful data and showing measurable impact which may allow us to apply for future grants and funding. Probation has already built in a designated DPO, utilizing separate funding and plans to continue to do so. There has been ongoing discussions regarding utilizing other funding to expand re-entry across the Juvenile Justice Campus to leverage the BSCC's investment.

SECTION VI: PROJECT DESCRIPTION

If you would like to update your project description from your Year 3 reapplication, provide a full updated description in the space provided below. Please keep the description to no more than 200 words. Otherwise, if your Year 3 project description remains accurate, please write "Keep same description" in the space provided below.

Keep Same Description

APPENDIX A – SAMPLE STANDARD AGREEMENT

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

AGREEMENT NUMBER

BSCC xxx-18

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

2. The term of this Agreement is: October 1, 2018 through September 30, 2019

3. The maximum amount of this Agreement is: **\$000,000.00**
XXXX DOLLARS AND NO CENTS

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

Exhibit A:	Scope of Work	x	pages
Exhibit B:	Budget Detail and Payment Provisions	x	pages
Exhibit C:	General Terms and Conditions (04/2017)	x	pages
Exhibit D:	Special Terms and Conditions	x	pages
Exhibit E:	Title II Federal Award Special Conditions	x	pages
Attachment 1:	Title II Juvenile Delinquency Prevention and Intervention Grant Program		
	Fiscal Year 2015/2016 Request for Proposals (<i>incorporated by reference</i>)		
Attachment 2:	Year 4 Reapplication for Funding	xx	pages
Appendix A:	2014 Title II Executive Steering Committee Roster	x	page

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

CONTRACTOR

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

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

MARY JOLLS, Deputy Director

ADDRESS

**2590 Venture Oaks Way, Suite 200
Sacramento CA 95833**

**California Department of General
Services Use Only**

☒ Exempt per: **SCM 1, 4.06**

EXHIBIT A SCOPE OF WORK

1. GRANT AGREEMENT – TITLE II FORMULA BLOCK GRANTS PROGRAM

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

2. PROJECT SUMMARY AND ADMINISTRATION

A. Program summary here...

B. Grantee agrees to administer the project in accordance with Attachment 1: Title II Juvenile Delinquency Prevention and Intervention Grant Program Fiscal Year 2015/2016 Request for Proposals, which is incorporated by reference and Attachment 2: Year-4 Reapplication for Funding, which is attached and hereto made part of this agreement.

3. PROJECT OFFICIALS

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

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

Authorized Officer with legal authority to sign:

Name:
Title:
Address:
Phone:

Designated Financial Officer authorized to receive warrants:

Name:
Title:
Address:
Phone:
Fax:
Email:

Project Director authorized to administer the project:

Name:
Title:
Address:
Phone:

EXHIBIT A SCOPE OF WORK

Fax:
Email:

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

4. DATA COLLECTION

Grantees will be required to comply with all of the data collection and reporting requirements as described in the Attachment 1: Title II Juvenile Delinquency Prevention and Intervention Grant Program Fiscal Year 2015/2016 Request for Proposals and Attachment 2: Year-4 Reapplication for Funding.

5. PROGRESS REPORTS AND EVALUATIONS

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

Progress Report Periods

Due Date

- | | |
|--|-------------------|
| 1) October 1 through December 31, 2018 | February 15, 2019 |
| 2) January 1 through March 31, 2019 | May 15, 2019 |
| 3) April 1 through June 30, 2019 | August 15, 2019 |
| 4) July 1 through September 30, 2019 | November 15, 2019 |

- B. Grantees shall submit all other reports and data as required by the BSCC.

6. PROJECT RECORDS

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

EXHIBIT A

SCOPE OF WORK

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

7. CONFLICT OF INTEREST

- A. Existing law prohibits any non-governmental sub-grantee, partner or like party who participated on the 2014 Title II Executive Steering Committee (ESC) from receiving funds from the Title II grants awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the 2014 Title II ESC membership roster (see Appendix A) and ensuring that no grant dollars are passed through to any individual or entity represented by any member of the 2014 Title II 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 must submit an audit of expenditures within 120 days following the end of the grant period. Grantees may choose either a program-specific audit or a single federal audit. Federal guidelines allow grantees receiving \$750,000 or more in federal funds in a fiscal year to use their federal justice assistance grant funds to pay for the cost of the audit. Grantees falling below the \$750,000 threshold must use non-federal funds (i.e., match funds) to pay for audit costs. For purposes of this grant award, please check one of the boxes below to indicate the grantee's choice for meeting the audit requirement.

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

OR

EXHIBIT A SCOPE OF WORK

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

OR

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

9. DATA UNIVERSAL NUMBERS SYSTEM (DUNS)

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

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

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

Invoicing Periods

Invoice Due Date

- | | |
|--|-------------------|
| 1) October 1 through December 31, 2018 | February 15, 2019 |
| 2) January 1 through March 31, 2019 | May 16, 2019 |
| 3) April 1 through June 30, 2019 | August 15, 2019 |
| 4) July 1 through September 30, 2019 | November 15, 2019 |

- B. An invoice is due to the BSCC even if grant funds are not expended or requested during the reporting period. Supporting documentation must be submitted for expenditures upon BSCC's request. All supporting documentation must be maintained by the grantee on site and be readily available for review during BSCC site visits.

2. GRANT AMOUNT AND LIMITATION

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC and the State of California and the Federal Government on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement. In no event shall changes be authorized for the Indirect Costs/Administrative Overhead line item that would result in that item exceeding ten percent (10%) of the grant award.

3. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of any year covered under this Grant Agreement does not appropriate funds for the purposes of this program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. This Grant Agreement is valid and enforceable only if sufficient funds are made available by the United States Congress and California Legislature. Grantee agrees that the BSCC's obligation to pay any sum to the Grantee under any provision of this agreement is contingent upon the availability of sufficient funds.

4. PROJECT COSTS

- A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the most current version of the BSCC Grant Administration Guide, which can be found here:

<http://www.bscc.ca.gov/downloads/BSCC%20Grant%20Admin%20Guide%20July%202016.pdf>

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

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

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

5. PROMPT PAYMENT CLAUSE

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

6. WITHHOLDING OF GRANT DISBURSEMENTS

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

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

7. PROJECT BUDGET

LINE ITEM	
1. Salaries and Benefits	\$0
2. Services and Supplies	\$0
3. Professional Services	\$0
4. Community-Based Organization Contracts	\$0
5. Indirect Costs / Administrative Overhead (<i>may not exceed 10% of grant award</i>)	\$0
6. Fixed Assets / Equipment	\$0
7. Data Collection / Enhancement	\$0
8. Program Evaluation	\$0
9. Sustainability Planning	\$0
10. Other (<i>include travel costs</i>)	\$0
TOTAL	\$0

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

EXHIBIT C
GENERAL TERMS AND CONDITIONS (04/2017)

offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto. (<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>)

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.

EXHIBIT C
GENERAL TERMS AND CONDITIONS (04/2017)

- A. The Government Code Chapter on Antitrust claims contains the following definitions:
- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

EXHIBIT C
GENERAL TERMS AND CONDITIONS (04/2017)

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. [PCC 10344(e).]

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC is solely for the purpose of proper administration of grant funds, and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1: 2015-16 Title II/Tribal Youth Request for Proposal and Attachment 2: Year-4 Reapplication for Funding.
- 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 State Laws and Regulations

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

- B. Compliance with Federal Laws and Regulations

The Grantee hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including the Title II Federal Award Special 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: 2015-16 Title II/Tribal Youth Request for Proposal and Attachment 2: Year-4 Reapplication for Funding, 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 with consultants for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement, or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

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

- 1) **Books and Records**

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the project's final audit of expenditures under the Grant Agreement, and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, 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, Federal Audit staff, the Department of General Services, the Department of Finance, the California State Auditor and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the project's final audit of expenditures. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

4. PROJECT ACCESS

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

5. 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

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

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 \$750,000 or more in a year in federal funds, Grantee agrees to comply with the provisions pursuant to the Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. CFR Part 200 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 this Grant Agreement end date, all Grantees must obtain and submit an annual program audit to the BSCC. Only Grantees expending \$750,000 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.

6. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in the Application for Funding/Grant Proposal. Changes shall not be implemented by the project unless authorized by the BSCC.

7. TERMINATION

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes, but is not limited to:
- 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
 - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: 2015-16 Title II/Tribal Youth Request for Proposal and Attachment 2: Year-4 Reapplication for Funding or approved modifications;
 - 3) failure to provide the required local match share of the total project costs; and
 - 4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 9. Settlement of Disputes.

8. 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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.

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

9. 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

TITLE II FEDERAL AWARD 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 certifications or assurances 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 42 U.S.C. 3795a), 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).

2. 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

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 2017 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2017 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 2017 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/UniformGuidance.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 Grantee is to contact BSCC promptly for clarification.

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TITLE II FEDERAL AWARD SPECIAL CONDITIONS

3. Compliance with DOJ Grants Financial Guide

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, effective December 2017"), 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/pdfs/DOJ_FinancialGuide.pdf

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 Grantee must promptly notify the BSCC in writing of the potential duplication.

5. Requirements related to System for Award Management and Unique Entity Identifiers

The Grantee acknowledges and agrees to comply with any request related to the BSCC's requirement to comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The Grantee also 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 the BSCC's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://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 acknowledges that the BSCC, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: 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 \$150,000

EXHIBIT E

TITLE II FEDERAL AWARD SPECIAL CONDITIONS

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). 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 <http://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 \$150,000)), 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 Grantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://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 "Post award Requirements" in the "DOJ Grants Financial Guide, effective December 2017" accessible at: https://ojp.gov/financialguide/DOJ/pdfs/DOJ_FinancialGuide.pdf)

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

The Grantee must 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

EXHIBIT E

TITLE II FEDERAL AWARD SPECIAL CONDITIONS

other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, 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:

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

12. Effect of failure to address audit issues

The Grantee acknowledges and agrees to comply with any request related to the following: the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements on the BSCC, if (as determined by the DOJ awarding agency) the BSCC 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. 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 "high risk" 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 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 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

EXHIBIT E

TITLE II FEDERAL AWARD SPECIAL CONDITIONS

(currently accessible at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

16. Restrictions on "lobbying"

Federal funds may not be used by the Grantee, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

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

17. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2017)

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, 2017, are incorporated by reference and are set out at <https://ojp.gov/funding/Explore/FY17AppropriationsRestrictions.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 Grantee is to contact BSCC for guidance, and may not proceed without approval.

18. 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) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at: <http://www.usdoj.gov/oig>.

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

No Grantee or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in

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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 subawards ("subgrants"), procurement contracts, or both--
 - a. it represents that--
 - (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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20. 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.

21. 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 subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

22. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

23. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and 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.

24. The Grantee acknowledges that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or

EXHIBIT E

TITLE II FEDERAL AWARD SPECIAL CONDITIONS

subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

The Grantee acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the Grantee (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

The Grantee has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

25. The Grantee acknowledges and agrees to comply with any request related to the BSCC's requirement to monitor its subrecipients' compliance with applicable federal civil rights laws. The BSCC has submitted written Methods of Administration (MOA) for ensuring subrecipients' compliance to the OJP's Office for Civil Rights at: CivilRightsMOA@usdoj.gov. The required elements of the MOA are set forth at http://www.ojp.usdoj.gov/funding/other_requirements.htm, under the heading, "Civil Rights Compliance Specific to State Administering Agencies."

26. The Grantee acknowledges and agrees to comply with any request related to 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 <http://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).

27. 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 to 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

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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, "FAPIS").

The details of the BSCC's 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, "FAPIS") within SAM are posted on the OJP web site at <http://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

EXHIBIT E
TITLE II EXECUTIVE STEERING COMMITTEE

Title II/ Executive Steering Committee

2014 SACJJDP

- Sandra McBrayer, The Children's Initiative, San Diego
- Carol Biondi, Los Angeles County Commission for Children & Families
- Dawood Khan, Union City, Student at San Jose City College
- Nancy O'Malley, Alameda County District Attorney
- Jose Carlos Rivera, Substance Abuse Counselor, Sacramento
- Winston Peters, Los Angeles County Public Defender
- Tiffany Wynn, Sacramento County District Attorney, Juvenile Law Division
- Gordon Jackson, California Department of Education
- Susan Manheimer, Chief of Police, City of San Mateo
- Rena Hurtado, California Department of Corrections & Rehabilitation
- Susan Harbert, Loyola Law School, Center for Juvenile Law & Policy, Los Angeles
- Honorable Brian Back, Chair, Judge, Ventura County Superior Court
- Amos Cleophilus Brown, Pastor, Third Baptist Church, San Francisco
- Mimi Silbert, Delancey Street Foundation, San Francisco