



Indigent Defense Grant Program

APPLICATION PACKAGE

Proposals Due: February 5, 2021

Grant Period: February 15, 2021 to June 30, 2023



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PART I: GRANT INFORMATION

Contact Information

This Request for Applications (RFA) provides the information necessary to prepare an Application to the Board of State and Community Corrections (BSCC) for grant funds available through the Indigent Defense Grant Program. Any questions concerning the RFA must be submitted by email to: IndigentDefenseGrant@bscc.ca.gov.

Background Information

The Budget Act of 2020 (Senate Bill 74) established the Indigent Defense Grant Program and appropriated \$10,000,000 in funding. Per the Budget Act, \$9,800,000 is available for grants to county Public Defenders and up to \$200,000 may be allocated for an evaluation of the Indigent Defense Grant Program.

Proposal Due Date and Submission Instructions

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

Description of the Grant

Grant Period

Eligible applicants will be funded for a grant period commencing February 15, 2021 and ending June 30, 2023.

Eligibility to Apply

The Indigent Defense Grant Program will be distributed among 19 counties with a population of 550,000 residents or fewer. Eligible applicants are identified below:

- | | |
|---------------------|--------------------------|
| 1. El Dorado County | 11. Santa Barbara County |
| 2. Humboldt County | 12. Shasta County |
| 3. Imperial County | 13. Siskiyou County |
| 4. Lassen County | 14. Solano County |
| 5. Marin County | 15. Sonoma County |
| 6. Mendocino County | 16. Stanislaus County |
| 7. Merced County | 17. Tulare County |
| 8. Monterey County | 18. Tuolumne County |
| 9. Napa County | 19. Yolo County |
| 10. Nevada County | |

Eligible Activities

Funds awarded under the Indigent Defense Grant Program must be utilized to address the staffing, training, case management needs, or other attorney support of Public Defender Offices. In support of these efforts, each applicant will develop a Project Work Plan that identifies measurable project goals, objectives, and commensurate timelines (Appendix A).

Funding Information

The State Budget Act of 2020 made \$9,800,000 available to county Public Defenders for an Indigent Defense Grant Program.

Funding Allocation

Indigent Defense Grant Program funding will be allocated to counties as shown in Table I. A detailed funding chart is also provided as Appendix B.

Table I: Funding Allocation Chart			
County	Allocation	County	Allocation
El Dorado County	\$347,900	Santa Barbara County	\$637,000
Humboldt County	\$416,500 <ul style="list-style-type: none">• \$323,400 to PDO• \$93,100 to ADO	Shasta County	\$347,900
Imperial County	\$347,900	Siskiyou County	\$274,400
Lassen County	\$274,400	Solano County	\$852,600 <ul style="list-style-type: none">• \$637,000 to PDO• \$215,600 to ADO
Marin County	\$347,900	Sonoma County	\$882,000
Mendocino County	\$416,500 <ul style="list-style-type: none">• \$323,400 to PDO• \$93,100 to ADO	Stanislaus County	\$1,127,000
Merced County	\$984,900	Tulare County	\$637,000
Monterey County	\$637,000	Tuolumne County	\$274,400
Napa County	\$323,400	Yolo County	\$347,900
Nevada County	\$323,400		

PDO - Public Defender Office

ADO - Alternate Defender Office.

Match Requirement

The Indigent Defense Grant Program does not have a match requirement.

Supplanting

Supplanting is the deliberate reduction in the amount of federal, state, or local funds being appropriated to an existing program or activity because grant funds have been awarded for the same purposes. Supplanting is strictly prohibited for all BSCC grants. The Indigent Defense Grant Program shall be used to support new program activities or to augment or expand existing program activities but shall not be used to replace existing funds. When using outside funds as match, applicants must be careful not to supplant. It is the

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

General Grant Requirements

Grant Agreement

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

The grant agreement start date is expected to be February 15, 2021. Grant agreements are considered fully executed only after they are signed by both the Grantee and the BSCC. Work, services and encumbrances cannot begin prior to the grant agreement start date. Work, services and encumbrances that occur after the start date but prior to grant agreement execution may not be reimbursed. Grantees are responsible for maintaining their grant agreement, all invoices, records and relevant documentation for at least three years after the final payment under the contract.

Governing Board Resolution

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

Invoices

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

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

Progress Reports and Evaluations

Grant award recipients are required to submit progress reports, a Local Evaluation Plan and a Local Evaluation Report (Appendix E). Progress reports are a critical element in

the monitoring and oversight process. The Local Evaluation Plan is a written document that describes how the project will be monitored and evaluated and shows how evaluation results will be used for project improvement and decision making. The Local Evaluation Report identifies whether the project was successful in achieving its goals and objectives.

Grantees that are unable to demonstrate that they are making sufficient progress toward project goals and objectives and that funds are being spent down in accordance with the Grant Award Agreement could be subject to the withholding of funds. Applicable forms and instructions will be available to grantees on the BSCC's website.

Grantee Orientation Process

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

Travel

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

Units of Government

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

Out-of-State Travel

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

In addition, California prohibits travel, except under specified circumstances, to states that have been found by the California Attorney General to have discriminatory laws. The BSCC will not reimburse for travel to these states unless the travel meets a specific exception under Government Code section 11139.8, subdivision (c). For additional information, please see: <https://oag.ca.gov/ab1887>.

Compliance Monitoring Visits

The BSCC staff will monitor each project to assess whether the project is in compliance with grant requirements and making progress toward grant objectives. As needed, monitoring visits may also occur to provide technical assistance on fiscal, programmatic, evaluative, and administrative requirements.

Overview of the RFA Process

Confirmation of Receipt of Application

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

Review Process

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

Summary of Key Dates

The following table shows a timeline of key dates related to the RFA

Activity	Date
Release Request for Applications	January 21, 2021
Proposals Due to the BSCC	February 5, 2021
New Grants Begin	February 15, 2021
Mandatory New Grantee Orientation	April 2021

PART II: PROPOSAL INSTRUCTIONS

This section contains pertinent information for completing the Indigent Defense Grant Program application and attachments.

Proposal Description and Budget Instructions

Proposal Description

Provide a one-page proposal that describes the proposed project. Funds awarded under the Indigent Defense Grant Program must be utilized to address the staffing, training, and case management needs of Public Defender Offices.

Budget Section

As part of the application process, applicants are required to submit an Indigent Defense Grant Program Attachment, which is an Excel Workbook.

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

Applicants are solely responsible for the accuracy and completeness of the information entered in the Budget Table and Budget Narrative. Detailed instructions for completing the Budget Attachment are listed on the Instructions tab of the Excel workbook. All project costs must be directly related to the objectives and activities of the project. The Budget Table must cover the entire grant period (February 15, 2021 - June 30, 2023).

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

[Grant Administration Guide.](#)

PART III: APPLICATION AND APPENDIXES

Application

This section includes the following:

- Proposal Package Cover Sheet
- Applicant Information Form: Instructions
- Applicant Information Form
- Project Description

Appendixes

This section includes the following appendixes:

- Appendix A - Project Work Plan
- Appendix B - Funding Allocation Chart
- Appendix C - Sample Grant Agreement
- Appendix D - Governing Board Resolution
- Appendix E - Evaluation Guidelines

Indigent Defense Grant Program

PROPOSAL PACKAGE COVER SHEET

Submitted by:

Monterey County Public Defender

Date Submitted:

February [date], 2021

Applicant Information Form: Instructions

- A. **Applicant:** Complete the required information for the agency submitting the form (i.e. <NAME> Public Defender's Office).
- B. **Tax Identification Number:** Provide the tax identification number of the Applicant.
- C. **Project Title:** Provide the title of the project.
- D. **Project Summary:** Provide a summary (100-150 words) of the proposal. Note: this information will be posted to the BSCC's website for informational purposes.
- E. **Grant Funds Requested:** See Budget Attachment or last page.
- F. **Project Director:** Provide the name, title and contact information for the individual responsible for oversight and management of the project. This person must be an employee of the Grantee.
- G. **Financial Officer:** Provide the name, title and contact information for the individual responsible for fiscal oversight and management of the project. Typically, this is the individual that will certify and submit invoices. This person must be an employee of the Grantee.
- H. **Day-to-Day Project Contact:** Provide the name, title and contact information for the individual who serves as the primary contact person for the grant. Typically, this individual has day-to-day oversight for the project. This person must be an employee of the Grantee.
- I. **Day-to-Day Fiscal Contact:** Provide the name, title and contact information for the individual who serves as the primary contact person for fiscal matters related to the grant. This may be the individual who prepares the invoices for approval by the Financial Officer. This person must be an employee of the Grantee.
- J. **Authorized Signature:** Complete the required information for the person authorized to sign for the Applicant. This individual must read the assurances under this section, then sign and date in the appropriate fields.

Applicant Information Form

A. APPLICANT < Name> Public Defender's Office		B. TAX IDENTIFICATION NUMBER	
NAME OF APPLICANT County of Monterey, Public Defender's Office		TAX IDENTIFICATION #: 94-6000524	
STREET ADDRESS 168 W. Alisal, 2 nd Floor	CITY Salinas	STATE CA	ZIP CODE 93901
MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE
C. PROJECT TITLE:		Attorney and Case Management Enhancement (ACME)	
D. PROJECT SUMMARY (100-150 words):			
<p>The ACME project will use BSCC grant funds to enhance County of Monterey attorney support for Indigent Defense and enhance the digital case management software currently in use by the Public Defender's Office. Our current digital case management software will be augmented with an auto-text program that will send text messages to the cellular phones of our clients to alert them to upcoming court dates, thereby better assuring legal expediency for the court and our clients. Our current software will also be augmented to create a searchable repository of court transcripts that will allow our attorneys to better and more efficiently prepare for matters involving recurring witnesses. Our carbon-based case files that are currently stored off-site will be digitized and stored for attorney access, thereby eliminating our current 5-10 day delivery time.</p>			
E. GRANT FUNDS REQUESTED: See Budget Attachment or Last Page			
\$ 637,000			
F. PROJECT DIRECTOR:			
NAME Jeremy Dzubay	TITLE Assistant Public Defender	TELEPHONE NUMBER 831.755.5824	
STREET ADDRESS 168 W. Alisal St., 2 nd Floor		FAX NUMBER 831.755.5873	
CITY Salinas	STATE CA	ZIP CODE 93901	EMAIL ADDRESS dzubayjc@co.monterey.ca.us
G. FINANCIAL OFFICER:			
NAME Latasha Ellis-Bowers	TITLE Finance Manager	TELEPHONE NUMBER 831.755.5082	
STREET ADDRESS 168 W. Alisal St., 2 nd Floor		FAX NUMBER 831.755.5873	
CITY Salinas	STATE CA	ZIP CODE 93901	EMAIL ADDRESS Ellis-BowersLL@co.monterey.ca.us
PAYMENT MAILING ADDRESS (if different)		CITY	STATE ZIP CODE
H. DAY-TO-DAY PROGRAM CONTACT:			
NAME Becky Avila	TITLE Management Analyst	TELEPHONE NUMBER 831.796.3048	
STREET ADDRESS 168 W. Alisal St., 2 nd Floor		FAX NUMBER 831.755.5873	
CITY Salinas	STATE CA	ZIP CODE 93901	EMAIL ADDRESS AvilaR@co.monterey.ca.us

I. DAY-TO-DAY <u>FISCAL</u> CONTACT:			
NAME Latasha Ellis-Bowers	TITLE Finance Manager	TELEPHONE NUMBER 831.755.5082	
STREET ADDRESS 168 W. Alisal St., 2 nd Floor		FAX NUMBER 831.755.5873	
CITY Salinas	STATE CA	ZIP CODE 93901	EMAIL ADDRESS Ellis-BowersLL@co.monterey.ca.us

J. AUTHORIZED SIGNATURE By signing this application, I hereby certify that I am vested by the Applicant with the authority to enter into contract with the BSCC, and that the grantee and any subcontractors will abide by the laws, policies and procedures governing this funding.			
NAME OF AUTHORIZED OFFICER Susan Chapman	TITLE Public Defender	TELEPHONE NUMBER 831.755.5806	EMAIL ADDRESS ChapmanSE@co.monterey.ca.us
STREET ADDRESS 168 W. Alisal St., 2 nd Floor	CITY Salinas	STATE CA	ZIP CODE 93901
EMAIL ADDRESS ChapmanSE@co.monterey.ca.us			
APPLICANT'S SIGNATURE (<u>Signed by the authorized signatory with a digital signature OR a wet signature in blue ink.</u>) X			DATE

Authorized Signature: Must be a representative with the authority to sign documents and obligate the applicant

CONFIDENTIALITY NOTICE

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

Project Description

Provide a one-page description of the proposed project in the space provided below.

The County of Monterey Public Defender's Attorney and Case Management Enhancement (ACME) project will enhance attorney support for indigent client defense by adding a searchable database to our current paperless digital case management system, streamlining the amount of time the court and client wait for the delivery of paper documents that are stored in offsite locations, and automatically sending text messages to remind indigent clients of the time and place of their upcoming court dates.

The use of BSCC grant funds will result in a more efficient case management system that will benefit the court and our defense of indigent clients. Further outcomes will include attorneys allocating more of their time to ensure positive client outcomes by (1) reducing the time attorneys spend in digitizing and automating duties; and (2) reducing re-calendaring court dates caused by client non-appearances; (3) reducing the time attorneys spend in searching for testimony of recurring witnesses (to the point of creating a searchable case database, having information quickly at hand will let attorneys efficiently determine the validity of prior conviction allegations, identify client eligibility for all types of post-conviction relief, and rapidly transfer case materials to subsequent counsel for appeal and writ matters; and (4) improving our method of measuring attorney workloads, thereby redistributing caseloads to achieve workload efficiencies.

In addition to the four goals and related outcomes listed above, the ACME project includes the purchase and installation of hardware and software and software training for attorneys. Our plan includes an assistant Public Defender as project director, a designated financial officer, designated day-to-day project and fiscal contacts, and oversight provided by our Public Defender.

ACME project evaluation (local evaluation plan and logic model for process and outcome designs and methods; data collection tools, methods, and analysis; fidelity monitoring; and local evaluation report) will be conducted, through a Memorandum of Understanding, by the County of Monterey Health Department evaluation team that conducted the County's BSCC Strengthening Law Enforcement grant and is currently conducting BSCC's Proposition 64 Public Health and Safety Grant Program grant.

Appendix A: Project Work Plan

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

(1) Goal:	Create auto-text program that will utilize information within the case management system to generate and send text messages to clients alerting them to upcoming court dates, times, and locations.		
Objectives (A., B., etc.)	A. Reduce the rate of appearance failures by our clients. B. Reduce the issuance of bench warrants for our clients. C. Reduce the incarceration rate of our clients		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
1. Text software development 2. Attorney training 3. Case management integration	Becky Avila Jeremy Dzubay Karpel Solutions	March 1, 2021	August 1, 2022

(2) Goal:	Create a searchable database within the case management system of court transcripts from preliminary examinations, trials, and court hearings.		
Objectives (A., B., etc.)	A. Reduce attorney preparation time for contested hearings by having transcript files in one location. B. Provide attorney support for impeachment material for recurring witnesses C. Improve client outcomes through more effective litigation due to the time-saving results of this activity.		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
1. Incorporate OCR into case management 2. Establish fields for transcripts 3. Attorney training on access/search fields	Becky Avila Jeremy Dzubay Karpel Solutions	March 1, 2021	December 31, 2022

(3) Goal:	Digitize old files and store them in a searchable database accessible to attorneys.		
Objectives (A., B., etc.)	A. Give attorneys immediate information to determine the validity of alleged priors. B. Support attorneys in analyzing client eligibility for post-conviction relief. C. Reduce attorney wait-time for file access		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
1. Scanning of old files 2. Creation of searchable file database 3. Procurement of digital storage	Jeremy Dzubay	March 1, 2021	June 1, 2023

(4) Goal:	Modify current case management system to add metrics and efficiencies to attorney reports		
Objectives (A., B., etc.)	A. More accurately measure attorney workloads. B. Redistribute caseloads to achieve workload efficiency		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
1. Identify fields for workload measurement 2. Combine fields to create measurable metrics 3. Incorporate metrics into attorney reports	Jeremy Dzubay Becky Avila Karpel Solutions	March 1, 2021	June 1, 2023

Appendix B: Funding Allocation

Please reference the below chart to determine the total available county an applicant may request. Please request the full amount of funding identified.

County	Available Funding	Allocation Breakdown
El Dorado County	\$347,900	N/A
Humboldt County	\$416,500	\$323,400 to PDO \$93,100 to ADO
Imperial County	\$347,900	N/A
Lassen County	\$274,400	N/A
Marin County	\$347,900	N/A
Mendocino County	\$416,500	\$323,400 to PDO \$93,100 to ADO
Merced County	\$984,900	N/A
Monterey County	\$637,000	N/A
Napa County	\$323,400	N/A
Nevada County	\$323,400	N/A
Santa Barbara County	\$637,000	N/A
Shasta County	\$347,900	N/A
Siskiyou County	\$274,400	N/A
Solano County	\$852,600	\$637,000 to PDO \$215,600 to ADO
Sonoma County	\$882,000	N/A
Stanislaus County	\$1,127,000	N/A
Tulare County	\$637,000	N/A
Tuolumne County	\$274,400	N/A
Yolo County	\$347,900	N/A
Grand Total	\$9,800,000	

PDO - Public
Defender's Office

ADO - Alternate Defender's
Office

Appendix C: Sample Grant Agreement

STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES

SCO ID:

STANDARD AGREEMENT
STD 213 (Rev 03/2019)

AGREEMENT NUMBER
BSCC XXX- 20

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

XXX

2. The term of this Agreement is:

START DATE

February 15, 2021

THROUGH END DATE

June 30, 2023

3. The maximum amount of this Agreement is:

\$000,000.00


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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	4
Attachment 1	Indigent Defense Grant Program Application Package	x
Attachment 2	Indigent Defense Grant Program Evaluation Guidelines	x

CONTRACTOR

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


GRANTEE NAME

CONTRACTOR BUSINESS ADDRESS XXX	CITY XXX	STATE XX	ZIP XXX
PRINTED NAME OF PERSON SIGNING XXX	TITLE XXX		
CONTRACTOR AUTHORIZED 	DATE SIGNED		

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS 2590 Venture Oaks Way, Suite 200	CITY Sacramento	STATE CA	ZIP 95833
PRINTED NAME OF PERSON SIGNING RICARDO GOODRIDGE	TITLE Deputy Director		
CONTRACTING AGENCY AUTHORIZED 	DATE SIGNED		

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL: EXEMPT PER SCM, VOLUME 1, CH. 4.06

EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT – Indigent Defense Grant Program

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

2. PROJECT SUMMARY AND ADMINISTRATION

- A. The State Budget Act of 2020 (Senate Bill 74) appropriated funding for indigent defense grants to eligible county Public Defenders' Offices and for an evaluation of the Indigent Defense Grant Program. Funding for indigent services can be used to help address the staffing, training, case management needs, or other attorney support of California Public Defender Offices in counties with a population of 550,000 residents or fewer.
- B. Grantee agrees to administer the project in accordance with Attachment 1: Indigent Defense Application Package, which is attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

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

Authorized Officer with legal authority to sign:

Name: xxx
Title: xxx
Address: xxx
Phone: xxx

Designated Financial Officer authorized to receive warrants:

Name: xxx
Title: xxx
Address: xxx
Phone: xxx
Email: xxx

Project Director authorized to administer the project:

Name: xxx
Title: xxx
Address: xxx
Phone: xxx
Email: xxx

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

EXHIBIT A: SCOPE OF WORK

4. DATA COLLECTION AND EVALUATION REQUIREMENTS

Grantees will be required to comply with all data collection, evaluation, and reporting requirements of the Indigent Defense Grant Program. This includes the timely submission of progress reports, Local Evaluation Plan, and Local Evaluation Report to the State Public Defender's Office.

The BSCC plans to contract with an outside evaluator for a statewide evaluation of the impact of the projects funded by the Indigent Defense Grant Program in consultation with the State Public Defender's Office. The contractor is expected to: design and develop instruments for collecting progress information from grantees; develop the research methodology for the statewide evaluation; design and develop instruments for collecting evaluation data from grantees; provide ongoing technical assistance to grantees for data collection and evaluation activities; compile, screen, and analyze data obtained from grantees; and develop a final report on the impact of the Indigent Defense Grant Program.

5. REPORTING REQUIREMENTS

A. Bi-Annual Progress Reports (twice a year)

Grantees will submit progress reports to the State Public Defender's Office in a format prescribed by the outside evaluator in consultation with the BSCC. Questions about the Bi-Annual Progress Reports shall be directed to the outside evaluator and the State Public Defender's Office. 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

1. February 15, 2021 to June 30, 2021
2. July 1, 2021 to December 31, 2021
3. January 1, 2022 to June 30, 2022
4. July 1, 2022 to December 31, 2022
5. January 1, 2023 to June 30, 2023

Due no later than:

August 15, 2021
February 15, 2022
August 15, 2022
February 15, 2023
August 15, 2023

B. Evaluation Documents

1. Local Evaluation Plan
2. Local Evaluation Report

Due no later than:

August 30, 2021
December 31, 2023

6. PROJECT RECORDS

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

EXHIBIT A: SCOPE OF WORK

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

SAMPLE

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

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

Quarterly Invoicing Periods:

1. February 15, 2021 to March 31, 2021
2. April 1, 2021 to June 30, 2021
3. July 1, 2021 to September 30, 2021
4. October 1, 2021 to December 31, 2021
5. January 1, 2022 to March 31, 2022
6. April 1, 2022 to June 30, 2022
7. July 1, 2022 to September 30, 2022
8. October 1, 2022 to December 31, 2022
9. January 1, 2023 to March 31, 2023
10. April 1, 2023 to June 30, 2023

Due no later than:

- May 15, 2021
August 15, 2021
November 15, 2021
February 15, 2022
May 15, 2022
August 15, 2022
November 15, 2022
February 15, 2023
May 15, 2023
August 15, 2023

Final Invoicing Periods:

11. July 1, 2023 to September 30, 2023
12. October 1, 2023 to December 31, 2023

Due no later than:

- November 15, 2023
February 29, 2024

**Note: Only expenditures associated with completion of a Final Local Evaluation Report may be included on these last two invoices (11 and 12).*

- B. All project expenditures (excluding costs associated with the completion of a Final Local Evaluation Report) must be incurred by the end of the grant project period, June 30, 2023, and included on the invoice due August 15, 2023. Project expenditures incurred after June 30, 2023 will not be reimbursed.
- C. The Final Local Evaluation Report is due to the State Public Defender's Office by December 31, 2023. Expenditures incurred for the completion of the Final Local Evaluation Report during the period of July 1, 2023 to December 31, 2023 must be submitted during the Final Invoicing Period(s), with the final invoice due on February 29, 2024. Supporting fiscal documentation will be required for all expenditures claimed on during the Final Invoicing Periods and must be submitted with the final invoice.
- D. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period. If applicable, grantees may submit an invoice with a \$0 claim.
- E. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.
- F. Any unspent funds remaining at the end of the agreement term, including any interest earned, must be returned to the BSCC within 30 days of the submission of the final invoice.

2. GRANT AMOUNT AND LIMITATION

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

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

3. BUDGET CONTINGENCY CLAUSE

- A. This grant agreement is valid through Indigent Defense funding generated from the General Fund. The Grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding granted through the passage of the Budget Act of 2020 (Senate Bill 74). It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the 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. If Indigent Defense funding is reduced or falls below estimates contained within the Indigent Defense Application Package, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

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

https://www.bscc.ca.gov/s_correctionsplanningandprograms/

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

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

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

5. PROMPT PAYMENT CLAUSE

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

6. WITHHOLDING OF GRANT DISBURSEMENTS

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

7. PROJECT BUDGET

Budget Line Items	Grant Funds
1. Salaries and Benefits	\$0
2. Services and Supplies	\$0
3. Professional Services or Public Agency Subcontracts	\$0
4. Non-Governmental Organization (NGO) Subcontracts	\$0
5. Equipment/Fixed Assets	\$0
6. Data Collection and Progress Reporting	\$0
7. Other (Travel, Training, etc.)	\$0
8. Indirect Costs	\$0
TOTALS	\$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 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,

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

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

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

- 11. CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document [CCC 04/2017](#) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
- 12. TIMELINESS:** Time is of the essence in this Agreement.
- 13. COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
- 14. GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
- 15. ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - A. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

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

- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

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

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

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

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).)

SAMPLE

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

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

2. GRANTEE ASSURANCES AND COMMITMENTS

- A. Compliance with Laws and Regulations
This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.
- B. Fulfillment of Assurances and Declarations
Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Indigent Defense Application Package, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.
- C. Permits and Licenses
Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

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

4. PROJECT ACCESS

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

5. ACCOUNTING AND AUDIT REQUIREMENTS

A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.

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

6. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in Attachment 1: Indigent Defense Application Package.

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;

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

- 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Indigent Defense Application Package 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 8. 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 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.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

9. UNION ACTIVITIES

For all agreements, except fixed price contracts of \$50,000 or less, the Grantee acknowledges that applicability of Government Code §§16654 through 16649 to this Grant Agreement and agrees to the following:

- A. No State funds received under the Grant Agreement will be used to assist, promote or deter union organizing.
- B. Grantee will not, for any business conducted under the Grant Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.
- C. If Grantee incurs costs or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

10. WAIVER

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

Appendix D: Governing Board Resolution

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

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

WHEREAS the ***(insert name of Local Government)*** desires to participate in the Indigent Defense Grant Program funded through the State Budget Act of 2020 (Senate Bill 74) and administered by the Board of State and Community Corrections (hereafter referred to as the BSCC).

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

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

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

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

Ayes:

Notes:

Absent:

Signature: _____ Date: _____

Typed Name and Title: _____

ATTEST: Signature: _____ Date: _____

Typed Name and Title: _____

Appendix E: Evaluation Guidelines

Indigent Defense Grant Program Local Evaluation Plan

The Indigent Defense Grant Program for funding period February 15, 2021 through June 30, 2023 requires a Local Evaluation Plan (LEP) to ensure projects funded by the Board of State and Community Corrections (BSCC) can be evaluated to determine their impact and effectiveness. The LEP is a written document that describes how the project will be monitored and evaluated and shows how evaluation results will be used for project improvement and decision making. The LEP should be developed before the project starts by program staff using a collaborative process that involves all relevant project stakeholders. Grantees are encouraged to identify an evaluator who can assist in the collaborative process of developing the LEP and guide the local evaluation throughout the grant cycle. This guideline was developed to assist grantees in creating a LEP that, at a minimum, addresses the information defined below.

Keep in mind the implementation of practices and strategies supported by data are to be considered whenever possible. The BSCC is responsible for verifying that grant money is spent efficiently and on effective projects; collecting data is one mechanism used to determine this. Evaluation results from each project may be used to inform the body of knowledge regarding what works with the target populations. Therefore, it is important to collect appropriate and consistent data. A strong LEP will help pave the way for a strong evaluation. A strong evaluation may be used to provide support for your project and funding.

The BSCC will make public the LEP from each grantee. LEPs may be posted to the BSCC website and/or developed into a statewide summary report to be shared with the Administration, the Legislature, and the public.

All grantees are required to submit a LEP by 5 p.m. on August 30, 2021. LEPs are sent to the Indigent Defense Grant inbox (IndigentDefenseGrant@bscc.ca.gov).

Cover Page

The cover page provides a descriptive report title, and identifies the grantees, authors, contact information, project time period, and funding source.

Project Background

At a minimum, this section should:

- Provide information essential to understanding the project and the need for the project (history in the community, an explanation of activities and/or services, description of similar efforts in the region, description of how the activities and/or services address the need, etc.).
- For project components that involve participants:

- Define the target population (e.g., gender, age, risk factors, prior involvement with the justice system).
- Define the criteria used to determine participant eligibility of the target population.
- Describe the process for determining which intervention(s) and/or services a participant needs and will receive.
- Provide a description of the project's goals and objectives.

Process Evaluation Method and Design

At a minimum, this section should include:

- The research design for the process evaluation.
- For project components that involve participants, include:
 - The plan to document activities within the project and/or services provided to each participant (e.g., maintaining a database, signup sheets).
 - How participants' progress will be tracked (e.g., start dates, attendance, dropouts, successful completions, progress milestones).
- For project components that do not involve participants, the plan to document activities (e.g., investigations, system/equipment updates).
- How activity progress will be tracked (e.g., start dates, cases initiated/resolved, inspections).
- Process variables and how they will be defined and measured (tools/instruments used to collect the data and frequency of collection).
- How the process data will be collected, and the data source(s) used.
- The project-oversight structure and overall decision-making process for the project.
- How the project components will be monitored, determined effective, and adjusted as necessary.
- The plan for documenting activities performed by staff and contracted providers, if applicable.
- Procedures ensuring that the project will be implemented to fidelity, when applicable.
- How quantitative and qualitative process data will be analyzed. Describe the statistical tools used to analyze quantitative data (e.g., descriptive statistics, chi-square) and methods used for analyzing qualitative data (identifying themes, content analysis, etc.). You do not need to state the analysis type for each evaluation activity separately.

Outcome Evaluation Method and Design

At a minimum, this section should include:

- The research design for the outcome evaluation (e.g., pre-/post-test, mixed methods, comparison groups).
- A set of evaluation questions. These are the questions that the evaluation will answer. These shall include the project's goals and objectives and may also include more outcome-oriented questions.
- For project components that involve participants:
 - The estimated number of participants expected to receive each type of intervention/service.

- The criteria for determining participant success in the project.
- The estimated number of activities expected to be accomplished.
- The criteria for determining activity completion and/or success in the project.
- Outcome variables and how they will be defined and measured (tools/instruments used to collect the data and frequency of collection).
- How the outcome data will be collected, the timing of data collection, and the data source(s) used.
- How quantitative and qualitative outcome data will be analyzed. Describe the statistical tools used to analyze quantitative data (e.g., descriptive statistics, chi-square) and methods used for analyzing qualitative data (identifying themes, content analysis, etc.). You do not need to state the analysis type for each evaluation activity separately.
- The strategy for determining whether outcomes are due to the project and not some other factor(s) unrelated to the project, including a description of a comparison group, when applicable.
- If multiple types of interventions will be employed, include a description of how the separate effects on outcome variables of each type of the intervention will be determined, if possible.

Project Logic Model

Provide a visual representation of the project depicting the logical relationships between the project's goal statements, input/resources, activities, outputs, outcomes and impacts of the project.

- Inputs/Resources: "Inputs are various resources available to support the project (e.g., staff, materials, curricula, funding, equipment)."¹ "Include those aspects of the project which are available and dedicated to, or used by, the project/service to operate."²
- Activities: Activities are what the project does with the inputs or the services provided in alignment with project goals. If you have access to inputs/resources, then they can be used to accomplish project activities.
- Outputs: If the activities are accomplished, these are the number of services delivered and/or products provided.
- Outcomes: "Outcomes are the immediate, specific, measurable changes"³ due to the project. If the outputs are achieved, then this is the change we expect to see. Outcomes may be grouped by:
 - Short-Term- Timeframe (grant cycle, months)
 - Medium-Term- Timeframe (grant cycle, months-years)
- Impacts: The ways in which the community, city, and/or county are changed by the achieved outcomes. This includes fundamental intended or unintended changes that occur in organizations, communities, or systems because of project activities beyond the grant cycle. Impacts are societal/economic/civic/environmental focused and may be the same or similar to long-term outcomes (typically occur beyond the grant cycle).⁴

¹ Department of Health & Human Services: Family and Youth Services Bureau, 2020.

² The Pell Institute and Pathways to College Network, 2020.

³ Ibid.

⁴ Ibid.

Appendices (if applicable)

Include relevant supplementary evaluation and project materials in appendices. These may include, but are not limited to, data collection instruments, more detailed descriptions of activities and interventions, training materials, educational materials, operational definitions, additional analyses, and presentations.

Indigent Defense Grant Program Local Evaluation Report

The Indigent Defense Grant Program for funding period February 15, 2021 through June 30, 2023 requires a Local Evaluation Report (LER) to identify whether the project was successful in achieving its goals and objectives. This LER must be based on the original Local Evaluation Plan (LEP). Any modifications to the LEP must be explained in the LER. This guideline was developed to assist grantees in writing a LER that, at a minimum, addresses the required information defined below.

The LER will document the activities completed with the support of grant funds and the outcomes achieved. BSCC will use this report to verify the grant money was well spent and describe the impacts of the project. Assuming the projects have successful outcomes, other organizations may want to adopt certain project components/intervention(s) demonstrated to be effective. Therefore, the report should include enough information to allow other organizations to replicate your project strategies.

The BSCC will make public the LER from each grantee. LERs may be posted to the BSCC website and/or developed into a statewide summary report to be shared with the Administration, the Legislature, and the public.

All grantees are required to submit a LER to the BSCC no later than 5 p.m. on December 31, 2023.

Cover Page

The cover page provides a descriptive report title, and identifies the grantees, authors, contact information, project time period, and funding source.

Executive Summary

The Executive Summary summarizes the key components of the report so that readers have a brief overview of the project's efforts and results. It should provide a synopsis of the project explaining: the project purpose; goals and objectives, including the extent to which they were achieved; key findings; project accomplishments; and conclusions.

Project Background

At a minimum, this section should:

- Provide information essential to understanding the project and the need for the project (history in the community, an explanation of activities and/or services, description of similar efforts in the region, description of how the activities and/or services address the need, etc.).
- For project components that involve participants:
 - Define the target population (e.g., gender, age, risk factors, prior involvement with the justice system).
 - Define the criteria used to determine participant eligibility of the target population.
 - Describe the process for determining which intervention(s) and/or services

- a participant needs and will receive.
- Provide a description of the project's goals and objectives.

Process Evaluation Method and Design

At a minimum, this section should include:

- The research design for the process evaluation.
- For project components that involve participants, include:
 - How activities within the project and/or services provided to each participant were documented (e.g., maintaining a database, signup sheets).
 - How participants' progress was tracked (e.g., start dates, attendance, dropouts, successful completions, progress milestones).
- How components or activities conducted as part of the project were tracked/documented (e.g., investigations, system/equipment updates).
- How activity progress was tracked (e.g., start dates, cases initiated/resolved, inspections).
- Process variables and how they were defined and measured (tools/instruments used to collect the data and frequency of collection).
- How the process data were collected and the data source(s) used.
- The project-oversight structure and overall decision-making process for the project.
- How the project components were monitored, determined effective, and adjusted as necessary.
- The method of documenting activities performed by staff and contracted providers, if applicable.
- Procedures ensuring that the project was implemented to fidelity, when applicable.
- How quantitative and qualitative process data were analyzed. Describe the statistical tools used to analyze quantitative data (e.g., descriptive statistics, chi-square) and your method used for analyzing qualitative data (identifying themes, content analysis, etc.).

Outcome Evaluation Method and Design

At a minimum, this section should include:

- The research design for the outcome evaluation (e.g., pre-/post-test, mixed methods, comparison groups).
- A set of evaluation questions. These are the questions that the evaluation answered. These shall include the project's goals and objectives and may also include more outcome-oriented questions.
- For project components that involve participants:
 - The number of participants who received each type of intervention/service.
 - The criteria for determining participant success in the project.
- The number of activities accomplished.
- The criteria for determining activity completion and/or success in the project.
- Outcome variables and how they were defined and measured (tools/instruments used to collect the data and frequency of collection).
- How the outcome data were collected, the timing of data collection, and the data source(s) used.
- How quantitative and qualitative outcome data was analyzed. Describe the

statistical tools used to analyze quantitative data (e.g., descriptive statistics, chi-square) and methods used for analyzing qualitative data (identifying themes, content analysis, etc.).

- The strategy for determining whether outcomes were due to the project and not some other factor(s) unrelated to the project, including a description of a comparison group, when applicable.
- If multiple types of interventions were employed, include a description of how the separate effects on outcome variables of each type of the intervention were determined, if possible.

Evaluation Results

This section provides a description of the project outcomes. This section should include:

- The data related to the process evaluation. Describe any changes that were made as a result of the process evaluation findings.
- Total number of participants (unduplicated).
 - Include basic demographic information of your participants (e.g., age, gender, race/ethnicity, risk factors, prior involvement with the justice system).
 - When multiple services are available, include the number of individuals who received each of the services.
- Total number of activities and/or services.
- Progress toward goals:
 - Provide a summary of the degree to which the project's goals and objectives were achieved.
 - Describe factors that affected the progress of project goals. This may include factors which resulted in achieving goals more quickly or impeded your progress. If there were factors that impeded your progress, describe how they were addressed.
- Results of any process analyses and provide a detailed explanation related to the project's performance over the course of the grant.
- Results of any outcome analyses and provide a detailed explanation of findings as it relates to any other additional outcome measures.

Discussion of Results

At a minimum, this section should:

- Discuss the effectiveness of different strategies implemented in the project.
- Make useful recommendations with specific guidance for what to replicate or do differently.

A Current Logic Model

Provide a visual representation of the project depicting the logical relationships between the project's goal statements, input/resources, activities, outputs, outcomes and impacts of the project.

- Inputs/Resources: "Inputs are various resources available to support the project (e.g., staff, materials, curricula, funding, equipment)."⁵ "Include those aspects of

⁵ Department of Health & Human Services: Family and Youth Services Bureau, 2020.

the project which are available and dedicated to, or used by, the project/service to operate.”⁶

- Activities: Activities are what the project does with the inputs or the services provided in alignment with project goals. If you have access to inputs/resources, then they can be used to accomplish project activities.
- Outputs: If the activities are accomplished, these are the number of services delivered and/or products provided.
- Outcomes: “Outcomes are the immediate, specific, measurable changes”⁷ due to the project. If the outputs are achieved, then this is the change we expect to see. Outcomes may be grouped by:
 - Short-Term- Timeframe (grant cycle, months)
 - Medium-Term- Timeframe (grant cycle, months-years)
- Impacts: The ways in which the community, city, and/or county are changed by the achieved outcomes. This includes fundamental intended or unintended changes that occur in organizations, communities, or systems because of project activities beyond the grant cycle. Impacts are societal/economic/civic/environmental focused and may be the same or similar to long-term outcomes (typically occur beyond the grant cycle).⁸

Grantee Highlight

This section should provide a brief, one-page, visually appealing, highlight or success story that provides additional information related to the project’s success over the grant cycle. This highlight may be included in a statewide report. You may include optional graphs, charts, or photos⁹. While every effort will be made to include these in a statewide report, inclusion in the report is not guaranteed.

Appendices

Include relevant supplementary evaluation and project materials in appendices. These may include, but are not limited to, data collection instruments, more detailed descriptions of activities and interventions, training materials, educational materials, operational definitions, additional analyses, and presentations.

⁶ The Pell Institute and Pathways to College Network, 2020.

⁷ Ibid.

⁸ Ibid.

⁹ The BSCC will only accept photographs in which all persons depicted are over 18 years of age and have consented to both being photographed and to the use and release of their image. By submitting photographs to the BSCC, the submitter acknowledges that all approvals have been obtained from the subjects in the photograph(s) and that all persons are over 18 years of age. Further, by submitting the photographs, the submitter irrevocably authorizes the BSCC to edit, alter, copy, exhibit, publish or distribute the photographs for purposes of publicizing BSCC grant programs or for any other lawful purpose. All photographs submitted will be considered public records and subject to disclosure pursuant to the California Public Records Act.