

# Public Defense Pilot Program Grantee Orientation

**Administrative Responsibilities** 

### **TOPICS**

- Communication
- Standard Agreement STD 213
- Exhibits to the Grant Agreement
- Non-Governmental Organization (NGO) Assurances
- Prior Approvals
- Guides
  - BSCC Grant Administration Guide



## COMMUNICATION

- BSCC communication is limited to the identified grant staff
  - Submit an updated Contact Information Sheet as needed
- Project Director and Financial Officer must be employees of the grantee
  - Help us avoid misunderstandings and/or communication breakdowns
  - Do not have to be Day to Day Contact



## GRANTEE PRESENTATIONS - 2 MINS

- One spokesperson
- Introduce Team Members
  - Name and Role
- Project Name
- Briefly describe the project's intent and target population
- Monterey
- Nevada
- Orange
- Placer



STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES	SCO ID:5227-BSCC320-21				
STANDARD AGREEMENT	AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (II			
STD 213 (Rev 03/2019)	BSCC 320- 21	BSCC-5227			
1. This Agreement is entered into between the Cor	ntracting Agency and the Cont	ractor named below:			
CONTRACTING AGENCY NAME					
BOARD OF STATE AND COMMUNITY CORRECTIONS					
CONTRACTOR NAME					
Alameda County Public Defender's Office					
2. The term of this Agreement is:					
START DATE					
March 1, 2022					
THROUGH END DATE					

## STANDARD 3

3. The maximum amount of this Agreement is:

#### \$2,107,280.30

March 1, 2025

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

EXHIBITS	TITLE	I
Exhibit A	Scope of Work	
Exhibit B	Budget Detail and Payment Provisions	
Exhibit C	General Terms and Conditions (04/2017)	
Exhibit D	Special Terms and Conditions	
Attachment 1	Public Defense Pilot Program Application Instructions	
Attachment 2	Public Defense Pilot Program Application Package	

CONTRACTOR

CONTRACTO	)K		
CONTRACTOR NAME (if other than an individual, state whether a corporation, partner	ership, etc.)		
GRANTEE NAME			
CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
1401 Lakeside Dr. Suite 400 (Exactly how it is on the application)	XXX	xx	xxx
PRINTED NAME OF PERSON SIGNING	TITLE	•	•
XXX	xxx		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		
£			
STATE OF CALIFORNIA			

#### CONTRACTING AGENCY NAME

#### **BOARD OF STATE AND COMMUNITY CORRECTIONS**

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

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



## REPORTING

- ❖ Required to submit progress reports; the frequency of the reports (e.g.,quarterly, biannual) is determined by the outside evaluator
- Critical element in the monitoring and oversight process and evaluation.
- Provides data that BSCC publishes for future opportunities and public view of progress

## **PAYMENT**

1. INVOICING AND PAYMENTS A. The Grantee shall be paid in one lump sum upon execution of the Grant Agreement. 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. March 1, 2022 to	June 30, 2022
2. July 1, 2022 to	September 30, 2022
3. October 1, 2022 to	December 31, 2022
1. January 1, 2023 to	March 31, 2023
5. April 1, 2023 to	June 30, 2023
6. July 1, 2023 to	September 30, 2023
7. October 1, 2023 to	December 31, 2023
3. January 1, 2024 to	March 31, 2024
9. April 1, 2024 to	June 30, 2024
10. July 1, 2024 to	September 30, 2024
11. October 1, 2024 to	January 1, 2025

#### Final Invoicing Period:

12. January 2, 2025 to March 1, 2025\*

#### Due no later than:

August 15, 2022 November 15, 2022 February 15, 2023 May 15, 2023 August 15, 2023 November 15, 2023 February 15, 2024 May 15, 2024 August 15, 2024 November 15, 2024 February 16, 2025

#### Due no later than:

April 16, 2025



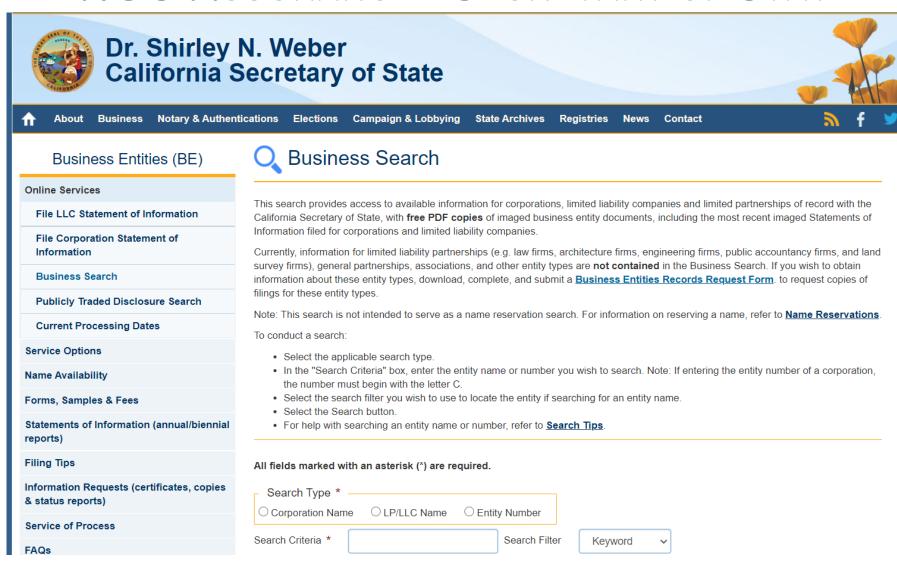
#### **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

#### 3. POTENTIAL SUBCONTRACTORS

## SUB-CONTRACTS

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract with providers for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement, or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.
- C. Grantee shall ensure that all subcontractors comply with all requirements of this Grant Agreement.
- D. Grantee assures that for any subcontract awarded by the Grantee, such as insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:
  - 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 ...
  - Access to Books and Records
     Make such books, records, supporting documentations, and other evidence available to
    the BSCC or designee... for a minimum of three (3) years ...

## **NGO ASSURANCE - SECRETARY OF STATE**



https://businesssearch.sos.ca.gov/

## GRANTEE PRESENTATIONS - 2 MINS

- One spokesperson
- Introduce Team Members
  - Name and Role
- Project Name
- Briefly describe the project's intent and target population
- Riverside
- Sacramento
- San Bernadino
- San Diego



## REQUIRED DOCUMENTS

- Signed Indigent Defense Grant Agreement by the grantee and the BSCC
  - Document is not executed until signed by the BSCC
- Governing Board Resolution
  - Required <u>before</u> funds are distributed



## PRIOR APPROVAL REQUIRED

- Food & Beverages
- Equipment\*
- Gift Cards
- Incentives
- Vehicles\*
- Out-of-State Travel











## **GRANT GUIDES**

- Default to BSCC Grant Admin Guide
  - Contact us with questions

**BSCC Grant Administration Guide** 





https://www.bscc.ca.gov/wp-content/uploads/BSCC-Grant-Admin-Guide-July-2020-Final.pdf

## **TAKEAWAYS**

- Adhere to the Grant Agreement
- Meet reporting due dates
- Include BSCC required language in your subcontracts
- Maintain updated NGO Assurances
- When in doubt seek prior approval
- Reference the Grant Admin Guide

## GRANTEE PRESENTATIONS - 2 MINS

- One spokesperson
- Introduce Team Members
  - Name and Role
- Project Name
- Briefly describe the project's intent and target population
- San Francisco
- San Joaquin
- San Mateo
- Santa Barbara

