



Board of State and Community Corrections  
Edward Byrne Memorial Justice Assistance Grant Program

## **Grantee Orientation**

**JULY 12 & 13, 2023 | 9:00 AM**

# WELCOME AND INTRODUCTIONS

- Ian Silva, Field Representative
- Kasey Warmuth, Chief of Research
- Danielle Feist, Staff Services Manager I
- Chad Norred, Associate Governmental Program Analyst
- Kathleen T. Howard, Executive Director
- Linda Penner – BSCC and JAG ESC Chairperson

# AGENDA

## Day 1:

- BSCC and JAG Grant Overview
- Administrative Responsibilities
- Data Collection and Evaluation
- Program Responsibilities

## Day 2:

- Fiscal Responsibilities
- Progress Reports

Grantee Introductions (mixed in)

# AGENDA

- **BSCC and JAG Grant Overview**
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- Progress Reports
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# OVERVIEW – BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC)

- Reports directly to the Governor's Office.
  - Organized under a Governor appointed Board made up of 13 members.
  - Provides statewide leadership, coordination, and technical assistance to promote effective state and local efforts and partnerships in California's adult and juvenile criminal justice system, including providing technical assistance and coordination to local governments related to public safety.
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# BSCC Divisions

- **Corrections Planning and Grant Programs (CPGP)**
  - State and Federal Grant Programs
- **Standards and Training for Corrections (STC)**
  - Selection, Training and Standards
- **County Facilities Construction (CFC)**
  - Construction Financing for Facilities
- **Facilities Standards and Operations (FSO)**
  - Inspections, Regulations, Compliance Monitoring
- **Administration, Legal, and Research Units**
  - Cross Agency Support

[www.bscc.ca.gov](http://www.bscc.ca.gov)

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# JAG Overview

- Edward Byrne Memorial Justice Assistance Grant (JAG) Program
  - Named after [\*Officer Edward R. Byrne\*](#)
- Leading source of federal justice funding to state and local jurisdictions
  - **\$191,553,102** Available to States and Territories in FFY 2022
- **Federally Funded** through the Bureau of Justice Assistance (BJA)

[http://www.bscc.ca.gov/s\\_bsccjag/](http://www.bscc.ca.gov/s_bsccjag/)

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# About The JAG Program

In general funding may be used to...*Hire personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice, including for any one or more of the BSCC approved Program Purpose Areas.*

California's Multi-Year State Strategy provides equal emphasis on five Program Purpose Areas (PPAs):

- ❖ **PPA 1:** Law enforcement programs
  - ❖ **PPA 2:** Prosecution and court programs
  - ❖ **PPA 3:** Prevention and education programs
  - ❖ **PPA 5:** Drug treatment and enforcement programs
  - ❖ **PPA 8:** Mental health programs and related law enforcement and corrections programs
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# General Information

- A copy of this PowerPoint Presentation and Recording will be available on the BSCC website at [http://www.bscc.ca.gov/s\\_bsccjag/](http://www.bscc.ca.gov/s_bsccjag/)
  - Questions may be submitted to: [JAG2022@bscc.ca.gov](mailto:JAG2022@bscc.ca.gov)
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# QUESTIONS



# GRANTEE INTRODUCTIONS

Project Director or Designee – Please introduce yourself and tell us:

- County and Agency
- Project Name
- Brief Description of your JAG Project

Please limit your remarks to **two minutes**.

# AGENDA

- BSCC and JAG Grant Overview
- **Administrative Responsibilities**
- Data Collection and Evaluation
- Program Responsibilities
- Fiscal Responsibilities
- Progress Reports
- Grantee Introductions (mixed in)

# ADMINISTRATIVE RESPONSIBILITIES

## Topics

- Communications
- Grant Agreements and Exhibits
- Invoicing & Reporting Due Dates
- Audits
- Subcontractors and Non-Governmental Organizations (NGOs)
- Grant Administration Guides (BSCC & DOJ)



# COMMUNICATIONS

BSCC Communications are limited to staff identified on the official Contact Information Sheet

- Changes to the Contact Information Sheet must be authorized by the Project Director.
- Update Contact Sheet anytime there is a change in key project staff:
  - Project Director
  - Authorized Officer
  - Financial Officer (*AFO*)
  - Day-to-Day Fiscal Contact
  - Day-to-Day Program Contact
- Project Director and Financial Officer must be employees and cannot be the same person.
- Financial Officer cannot be the preparer of the BSCC Invoice

*BSCC Grant Admin. Guide Pg. 5*

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# Standard Agreement

- Keep a Fully Executed Copy on File
- Review Agreement Carefully
- Incorporates the RFP and the Proposal

**Please note:** This excerpt is from a draft copy of the agreement and provided as a sample only. Please refer to your fully executed agreement for details.

**STANDARD AGREEMENT**  
STD 213 (Rev 03/2019)

AGREEMENT NUMBER  
**BSCC xxx-22**

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  
**GRANTEE NAME**

2. The term of this Agreement is:

START DATE  
**JUNE 1, 2023**

THROUGH END DATE  
**DECEMBER 31, 2026**

3. The maximum amount of this Agreement is:

**\$ XXXXXXX**

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	GIA 610: General Terms and Conditions (Interagency Agreements)	1
Exhibit D	Special Terms and Conditions	4
Exhibit E	2019, 2020, 2021, and 2022 JAG Federal Award Conditions	80
Attachment 1	2022 JAG Request for Proposals	
Attachment 2	<b>2022 JAG Application for Funding</b>	<b>xx</b>
Appendix A	JAG Executive Steering Committee	1

\*Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at: [www.bsc.ca.gov](http://www.bsc.ca.gov)

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

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

**GRANTEE NAME**

CONTRACTOR BUSINESS ADDRESS CITY STATE ZIP

PRINTED NAME OF PERSON SIGNING TITLE

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

# GRANT PERIOD

- Grant Agreement Term: June 1, 2023 to December 31, 2026
- Grant Service Period: June 1, 2023 to June 30, 2026
  - Additional six months (July 1, 2026 to December 31, 2026) **solely** for finalizing and submitting the:
    - required financial audit and
    - Local Evaluation Report

Service Delivery	Service Delivery	Service Delivery	Data Evaluation/ Closeout
Year 1	Year 2	Year 3	6-Months
June 1, 2023 to June 30, 2024	July 1, 2024 to June 30, 2025	July 1, 2026 - June 30, 2026	July 1, 2026, - December 31, 2026
Service delivery and data collection	Service delivery and data collection	Service delivery and data collection	Data analysis and evaluation period to analyze data gathered during the service delivery period.  Only expenses incurred for evaluation and audit efforts may be incurred in this period.



# Invoicing Requirements

- Invoice **Due Date** (even if \$0)
- Report expenses on a **cash basis** (not accrual)
- Final Invoice (# 14) is for LER expenses **only**.

**Please note:** This excerpt is from a draft copy of the agreement and provided as a sample only. Please refer to your fully executed agreement for details.

## 1. INVOICING AND PAYMENTS

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

### Quarterly Invoicing Periods:

1. June 1, 2023 to June 30, 2023
2. July 1, 2023 to September 30, 2023
3. October 1, 2023 to December 31, 2023
4. January 1, 2024 to March 31, 2024
5. April 1, 2024 to June 30, 2024
6. July 1, 2024 to September 30, 2024
7. October 1, 2024 to December 31, 2024
8. January 1, 2025 to March 31, 2025
9. April 1, 2025 to June 30, 2025
10. July 1, 2025 to September 30, 2025
11. October 1, 2025 to December 31, 2025
12. January 1, 2026 to March 31, 2026
13. April 1, 2026 to June 30, 2026

### Due no later than:

- August 15, 2023
- November 15, 2023
- February 15, 2024
- May 15, 2024
- August 15, 2024
- November 15, 2024
- February 15, 2025
- May 15, 2025
- August 15, 2025
- November 15, 2025
- February 15, 2026
- May 15, 2026
- August 15, 2026

14. July 1, 2026 to December 31, 2026\*

January 31, 2027

\*Note: Only expenditures associated with completion of the Final Local Evaluation Report may be included on this last invoice.

- B. All project expenditures (excluding costs associated with the completion of the Final Local Evaluation Report) must be incurred by the end of the grant project period, June 30, 2026, and included on the invoice due August 15, 2026. Project expenditures incurred after June 30, 2026 will not be reimbursed.
- C. The Final Local Evaluation Report is due to BSCC by December 31, 2026. Expenditures incurred solely for the completion of the Final Local Evaluation Report will be reimbursed for the close-out period of July 1, 2026 through December 31, 2026 and must be submitted on the last invoice, due January 31, 2027. All fiscal supporting documentation for the Final Local Evaluation Report expenditures must be submitted to the BSCC with this final invoice
- D. The Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.
- E. Supporting documentation must be submitted for expenditures upon BSCC's request. All supporting documentation must be maintained by the grantee on site and be readily available for review during BSCC site visits.

**JAG Agreement – Exhibit B, Sec 1.**

# Reporting Requirements

- Quarterly Progress Reports (QPR's)
- Local Evaluation Plan (LEP)
- Local Evaluation Report (LER)

**Please note:** This excerpt is from a draft copy of the agreement and provided as a sample only. Please refer to your fully executed agreement for details.

## 5. REPORTING REQUIREMENTS

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

### Quarterly Progress Report Periods

1. June 1, 2023 to June 30, 2023
2. July 1, 2023 to September 30, 2023
3. October 1, 2023 to December 31, 2023
4. January 1, 2024 to March 31, 2024
5. April 1, 2024 to June 30, 2024
6. July 1, 2024 to September 30, 2024
7. October 1, 2024 to December 31, 2024
8. January 1, 2025 to March 31, 2025
9. April 1, 2025 to June 30, 2025
10. July 1, 2025 to September 30, 2025
11. October 1, 2025 to December 31, 2025
12. January 1, 2026 to March 31, 2026
13. April 1, 2026 to June 30, 2026

### Due no later than:

- July 15, 2023
- October 15, 2023
- January 15, 2024
- April 15, 2024
- July 15, 2024
- October 15, 2024
- January 15, 2025
- April 15, 2025
- July 15, 2025
- October 15, 2025
- January 15, 2026
- April 15, 2026
- July 15, 2026

B. **The Local Evaluation Plan**

**December 31, 2023**

C. **The Local Evaluation Report**

**December 31, 2026**

D. The grantee shall submit all other reports and data as required by the BSCC

***JAG Agreement – Exhibit A, Sec. 5***

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# AUDITS

Grantees are required to submit an audit for each FY in which grant funds are expended.

- Single Audit
- Program Specific Audit
- Exempt if the county does not expend \$750,000 or more in federal awards during the fiscal year (not just the agency or for the JAG grant.)

In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the California State Controller's Accounting Standards and Procedures, Chapter 23, Grant Accounting Index, the identified grant will be included in the City/County Single Federal Audit Report, which will be submitted to the BSCC within 30 days of the Grantee's receipt of the report or within nine months following the end of the audit period, whichever is earlier.

OR

In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the California State Controller's Accounting Standards and Procedures Chapter 23, Grant Accounting Index, the grantee will provide a Program-Specific Final Audit Report to the BSCC within 30 days of the Grantee's receipt of the report or within nine months following the end of the audit period, whichever is earlier.

OR

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

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# QUESTIONS



# Subcontractors

- Grant Requirements (BSCC and DOJ) apply to subcontractor.
- Specific language required in subcontracts
- Monitor your subcontractors!

**Please note:** This excerpt is from a draft copy of the agreement and provided as a sample only. Please refer to your fully executed agreement for details.

## 3. POTENTIAL SUBCONTRACTORS

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

C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the JAG RFP and described in Appendix B.

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

E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

### 1) Books and Records

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

### 2) Access to Books and Records

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

**Please note:** This excerpt is from a draft copy of the agreement and provided as a sample only. Please refer to your fully executed agreement for details.

## Appendix C: Criteria for Non-Governmental Organizations (NGO) Receiving BSCC Grant Funds

- Grantee must ensure NGOs are eligible if receiving grant funds.
- Submit an updated **Appendix C** if NGO subcontracts change.
- “*The BSCC will not reimburse for costs incurred by NGOs that do not meet the BSCC’s requirements.*”

### Appendix C: Criteria for Non-Governmental Organizations Receiving BSCC Grant Funds

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program Request for Proposals (RFP) includes requirements that apply to non-governmental organizations that receive funds under this grant. All grantees are responsible for ensuring that any contracted third parties continually meet these requirements as a condition of receiving JAG funds. The RFP describes these requirements as follows:

Any non-governmental organization that receives JAG funding (as either subgrantee or subcontractor) must:

- Have been **duly organized, in existence, and in good standing for at least six (6) months** prior to the effective date of its fiscal agreement with the BSCC or with the JAG grantee;
  - Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grantee subcontractor fiscal agreement;
- Be a **nonprofit** and recognized by the Internal Revenue Service as a 501(c)(3) organization;
- Be **registered with the California Secretary of State’s Office**;
- Have an **Employer Identification Number (EIN) or Taxpayer ID** (if sole proprietorship);
- Have a **valid business license**, if applicable;
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
- Have a **physical address in the State of California**.
  - An agent for service of process with a California address is insufficient.

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

Grantee:

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

# Confirming Registration with the California Secretary of State

## ***bizfile Online*** California Secretary of State

**i** *First-time users: To file a document or place an order online, click the Account Access Guide button below for instructions on how to create a secure online account, log in and access your entity's online record.*

**Account Access Guide**



### **Business Entities**

Free Business Search & Copies  
Request an SI Penalty Waiver  
eForms (ONLY FOR GP, LLP, UA, UNA)



Register a Business (Corporation, Limited Liability Company, Limited Partnership)

File a Statement of Information  
Reserve a Business Entity Name  
Request a BE Certified Copy or Certificate of Status



### **Liens**

*Processed through: 4/23/2023*

Free UCC Search & Copies  
UCC Fees  
UCC Noise Word List



File a Lien  
File a Lien Amendment  
File a UCC Information Statement  
Request a UCC Certified Search



### **Information & Resources**

bizfile California Homepage  
Business Processing Times  
New Business Checklist  
Verify BE & UCC Certificates



My Business Records  
My UCC Records  
BE & UCC Bulk Orders



### **Trademarks & Special Filings**

Register a Trademark  
Modify a Registered Trademark  
California Trademark Search  
Trademark Submission Status Lookup  
Verify Trademark Certificates  
Immigration Consultant Search  
Successor-In-Interest Search

<https://bizfileonline.sos.ca.gov/>

**Edward Byrne Memorial Justice Assistance Grant (JAG) Program**  
**2022 Scoring Panel**  
**Membership Roster**

## Conflict of Interest

- Grantee must review the Scoring Panel membership and;
- Ensure that no grant dollars are passed through to any entity represented by any member of the JAG Scoring Panel.

***JAG RFP – Pg. 3***

	Name	Title	Organization/Agency
1	Linda Penner (Chair)	Chairperson	Board of State and Community Corrections
2	Michelle Brown	Chief Probation Officer (Ret.)	San Bernardino County Probation
3	Ari Freilich	State Policy Director	Giffords Law Center to Prevent Gun Violence
4	Nicole Kirkaldy	Program Coordinator	Restorative Justice Partnership, Yolo County District Attorney's Office
5	Galit Lipa	Executive Director	Indigent Defense Improvement Division, Office of the State Public Defender
6	Ray Mizyed	Deputy Probation Officer (Ret.)	Alameda County Probation Department
7	Brian Slominski	Captain	Ventura County Sheriff's Office
8	Dorothy Thrush	Chief Operations Officer, Public Safety Group (Ret.)	Chief Administrative Office, County of San Diego



# Resources: Grant Guides

2020  
BSCC Grant Administration Guide

July 2020

BSCC  
CALIFORNIA

Corrections Planning and Grant Programs Division  
Board of State and Community Corrections  
[www.bscc.ca.gov](http://www.bscc.ca.gov)

[https://www.bscc.ca.gov/s\\_correctionsplanningandprograms/](https://www.bscc.ca.gov/s_correctionsplanningandprograms/)



<https://www.ojp.gov/funding/financialguidedojo/overview>



## DOJ Grants Financial Guide



UNITED STATES DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE ON VIOLENCE AGAINST WOMEN  
COMMUNITY ORIENTED POLICING SERVICES

Last Updated March 2022



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# QUESTIONS



# CONTACT INFORMATION

- JAG Inbox - [JAG2022@bscc.ca.gov](mailto:JAG2022@bscc.ca.gov)
- Field Representative Ian Silva - [Ian.Silva@bscc.ca.gov](mailto:Ian.Silva@bscc.ca.gov)