



Mobile Probation Service Centers Grant Program

Proposal Instruction Packet

Release Date: November 17, 2022

Letter of Intent due: December 9, 2022

Proposals Due: January 6, 2023



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PART I: GRANT INFORMATION

Background Information

The State Budget Act of 2022 (Assembly Bill 178) established the Mobile Probation Service Centers Grant Program. Funding is available to county probation departments to purchase vehicles, equipment, telecommunications, and other technology needed to operate mobile probation service centers to assist probationers, particularly those individuals who are unhoused and struggling with meeting probation requirements.

Contact Information

This Request for Proposal (RFP) Instruction Packet provides the necessary information to prepare a proposal to the Board of State and Community Corrections (BSCC) for the Mobile Probation Service Centers Grant Program. The Mobile Probation Service Centers Grant Application and all other required attachments are available on the [BSCC website](#).

Any questions concerning the Mobile Probation Service Centers Grant Program must be submitted by email to: MobileProbation@bscc.ca.gov. The BSCC will accept and respond to written questions about this RFP until December 17, 2022. A frequently asked questions and answers (FAQs) document will be posted to the [BSCC website](#) and periodically updated through December 19, 2022.

Proposal Due Date and Submission Instructions

Proposals must be received by **5:00 P.M. (PST) on Friday, January 6, 2023**. The Mobile Probation Service Centers Grant Program Application and all required attachments are available on the [BSCC website](#). To apply, applicants must create a free Submittable account – or use an existing account – when prompted. After an account is established, applicants must submit all required documents using the BSCC-Submittable Application portal. Additional application details are provided in the Proposal Narrative and Budget Instructions Section and on the [BSCC website](#).

The BSCC-Submittable Application will not allow submissions after 5:00 p.m. (PST) on January 6, 2023. Please allow sufficient time to begin and submit your application. If the BSCC does not receive a submission by 5:00 p.m. (PST) on January 6, 2023, the proposal **will not be considered for funding**. Applicants are strongly advised to submit proposals well in advance of the due date and time to avoid disqualification.

Virtual Bidders' Conference

Prospective applicants are invited to attend a virtual Bidders' Conference. Attendance at the virtual Bidders' Conference is not a requirement. The purpose of this Bidders' Conference is to answer technical questions from prospective bidders (applicants) and provide clarity on RFP instructions. Topics may include but are not limited to proposal submission instructions, eligibility, funding, and an overview of the rating factors. There is no preference given to applicants who attend the Bidders' Conference. Details are listed below:

Mobile Probation Service Centers Grant Program

Virtual Bidders' Conference

Tuesday, December 6, 2022, at 10:00 a.m.

Public access options for this meeting include:

Join by Zoom:

- <https://us02web.zoom.us/j/87122539026?pwd=MVJqQVRPTDZCSzJjUllKa3pVZlZlZz09>
- Meeting ID: 871 2253 9026 | Passcode: 246810

Call In:

- 1-669-444-9171
- Meeting ID: 871 2253 9026 | Passcode: 246810

Notice of Intent to Apply

Applicants interested in applying for the Mobile Probation Service Centers Grant Program are asked (but not required) to submit a non-binding letter indicating their intent to apply. These letters will aid the BSCC in planning for the proposal evaluation process. Please submit the letter in Microsoft Word or as a PDF.

There is no formal template for the letter, but it should include the following information:

1. Name of the applicant entity;
2. Name of a contact person; and
3. A brief statement indicating the applicant's intent to submit a proposal.

Failure to submit a Letter of Intent is not grounds for disqualification. Prospective applicants that submit a Letter of Intent and decide later not to apply will not be penalized. Please email your non-binding Letter of Intent to Apply by Friday, December 9, 2022. Please identify the email subject line as "Mobile Probation Letter of Intent" and submit the letter to MobileProbation@bscc.ca.gov.

Scoring Panel

To ensure successful program design and implementation, the BSCC uses Executive Steering Committees (ESC) and Scoring Panels to inform decision making related to the Board's programs. The BSCC's ESCs and Scoring Panels are composed of subject matter experts, community partners, and interested parties representing both the public and private sectors. The BSCC makes every attempt to include diverse representation on its ESCs and Scoring Panels, in breadth of experience, geography and demographics.

The Mobile Probation Service Centers Grant Program will convene a Scoring Panel. The Scoring Panel will read and rate submissions and develop funding recommendations for the Board. The Board may approve, reject, or revise those recommendations. Members of the Scoring Panel are not paid for their time but are reimbursed for travel expenses

incurred to attend meetings. If the BSCC is unable to convene a full Scoring Panel, BSCC staff may rate proposals.

Conflicts of Interest

Existing law prohibits any grantee, subgrantee, partner, or like party participating on the Mobile Probation Service Centers Grant Program Scoring Panel from receiving funds from grants awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Scoring Panel membership and ensuring that no grant dollars are passed through to any entity represented by any member of the Scoring Panel.

Description of the Grant

The Mobile Probation Service Centers Grant Program was established in the State Budget Act of 2022 (Appendix A). Per the Budget Act:

Of the funds appropriated in this item, \$20,000,000 shall be available to fund a competitive grant program for county probation departments to establish mobile probation service centers. These grants shall allow county probation departments to purchase vehicles, equipment, telecommunications, and other technology needed to operate mobile probation service centers to assist probationers, particularly those individuals who are unhoused and struggling with meeting probation requirements.

In support of these efforts, each applicant will develop a Project Work Plan that identifies measurable project goals, objectives, and commensurate timelines (Appendix B). Please reference the Glossary of Terms (Appendix C) to view key definitions for this RFP.

Eligibility to Apply

This RFP is open to all County Probation Departments in the State of California.

Target Population

The Mobile Probation Service Centers Grant Program is designed to serve California probationers who are unhoused and struggling with meeting probation requirements.

Grant Period

Successful proposals will be under contract from May 1, 2023 to September 30, 2027 and will complete the following activities as described in the schedule below.

- May 1, 2023 - March 15, 2025: Purchase equipment: All vehicles, equipment, telecommunications, and other technology needed to operate mobile probation service centers purchased.
- March 16, 2025 - April 30, 2025: Budget Reconciliation: Period designated for the sole purpose of finalizing and submitting a final invoice. No new expenses may be incurred.

- [Equipment Purchase/Deployment Date] - June 30, 2027: Provide services at Mobile Probation Service Centers: Vehicles, equipment, telecommunications, and other technology purchased with grant funds are in use. Grantees may begin using equipment at any time once the Grant Agreement is executed by both parties
- July 1, 2027 - September 30, 2027: Designated for the sole purpose of finalizing and submitting an end-of-project report.

A visual display of the grant period is provided below:

Purchase Period	Reconciliation Period	Implementation Period	Closeout Period
May 1, 2023 - March 15, 2025	March 16, 2025 - April 30, 2025	May 1, 2023 - June 30, 2027	July 1, 2027 September 30, 2027
Time allotted to complete local procurement process, purchase all vehicles, equipment, telecommunications, and other technology needed to operate mobile probation service centers. Grantees who do not need the full purchase period can use equipment at any time once under contract.	No new expenses may be incurred. Final invoice due April 30, 2025	Equipment in Use	No new expenses may be incurred. Final Report Submitted.

Collaboration

Applicants must consider the impacts of a mobile probation service center on fellow governmental and nongovernmental partners. This may include, but is not limited to, increases in referrals to community partners, increases in remote (e.g., video) court hearings, and increased partnerships and/or referrals to county behavioral health. As part of this application, applicants will be asked to acknowledge any anticipated impacts or necessary agency partnerships in the Proposal Narrative section.

Funding Information

This RFP makes \$20,000,000 available competitively to county probation departments to establish mobile probation service centers.

Funding will be allocated across small, medium, and large sized counties based on county population (see Appendix D, County Population Index). This means small counties will compete against small counties, medium against medium counties, and large against

large counties. Los Angeles County will be eligible to request more funding and will compete in the “Large County” category.

Applicants may apply for any dollar amount up to and including the maximum grant amount as shown below. Applicants are strongly encouraged to apply for only the amount of funding needed to implement the project for the entire grant period. Proposals will be scored, in part, on the reasonableness of the proposed budget.

Funding Distribution and Maximum Grant Amount				
Funding Categories		Population Size	Maximum Grant Amount*	Available Funding
1	Small Counties	< 200,001	\$500,000	\$3,000,000
2	Medium Counties	200,001 – 700,000	\$1,000,000	\$7,000,000
3	Large Counties	700,001 +	\$2,000,000	\$10,000,000
Los Angeles County Probation Department may apply for up to \$4,000,000 for the entire grant period within the Large County Category				
Total Funding Available for Competitive Grants:				\$20,000,000

**Total amount for the entire XX-month grant period*

Los Angeles County

The County of Los Angeles is more than three times the size of the next largest county in the State of California. Los Angeles County may apply for up to \$4,000,000 for the entire grant period.

Eligible Funding Activities

Mobile Probation Service Centers Grant Program funds must be used to purchase vehicles, equipment, telecommunications, and other technology needed to operate mobile probation service centers to assist probationers, particularly those individuals who are unhoused and struggling with meeting probation requirements.

Eligible expenses include, but are not limited to, the following:

- Computers/Laptops/Tablets
- Generator
- Headphones/Microphones
- Internal/External Shade Covering
- Microwave/Refrigerator
- Routers/Modems/Hotspots
- Vehicle Signage/Wraps
- Vehicle Restroom

Please note, the above list is not intended to be exhaustive. All equipment purchased with grant funds must be used for the Mobile Probation Service Centers Grant Program.

Vehicle Purchases and Considerations

Applicants may, but are not required to, purchase vehicles for this grant program. The types of vehicles that may be purchased and/or outfitted for this grant include but are not limited to Camper Vans, Motor Homes, Class C Vehicles, and Travel Trailers. It is up to each applicant to identify the vehicle that best meets the needs of the population that will be served.

Applicants should consider the following upfront and ongoing vehicle expenses when budgeting for a vehicle:

- Insurance
- Drivability - Who will drive the vehicle and are they comfortable driving the vehicle?
- Modifications to the interior/exterior of the vehicle
- Maintenance - Can the county service the vehicle or is a vendor required?
- Special Driver's Licenses
- Vehicle Cost

Vehicle/Equipment Ownership

All equipment purchased by the grantee is the property of the Grantee. BSCC does not claim title to the equipment but requires the grantee to maintain accountability for the equipment. Counties will be required to maintain an inventory log of all equipment purchased with grant funds. For additional information about equipment please review the [BSCC Grant Administration Guide](#).

Ineligible Funding Activities

Grant expenditures are limited to equipment and technology purchases as described in the State Budget Act of 2022 (Assembly Bill 178). Funding may not be used for the following:

- Gift Cards
- Indirect Costs
- Meals
- Personnel Expenses (e.g., Salaries and Benefits)

Match Requirement

No match is required for the Mobile Probation Service Centers Grant Program.

General Grant Requirements

BSCC 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 E for a sample BSCC Grant Agreement.

The Grant Agreement start date is expected to be May 1, 2023. Grant Agreements are considered fully executed only after they are signed by both the grantee and the BSCC and the BSCC is in receipt of all required attachments including documentation of signing authority. Work, services, and encumbrances cannot begin prior to the Grant Agreement

start date. Any work, services and encumbrances that occur after the start date but prior to Grant Agreement execution may not be reimbursed. Grantees and all subgrantees are responsible for maintaining their Grant Agreement, all invoices, records, and relevant documentation for the life of the grant cycle plus three (3) years after the final payment under the contract.

Debarment, Fraud, Theft or Embezzlement

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to applicants that have been:

1. Debarred by any federal, state, or local government entities during the period of debarment; or
2. Convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state, or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation. All applicants must complete Appendix F certifying they are compliant with the BSCC's policies on debarment, fraud, theft, and embezzlement.

Governing Board Resolution

Successful applicants will be required to submit a Resolution from their Governing Board before the grant award can be finalized and funds awarded. A signed resolution is not required at the time of proposal submission, but applicants are advised that no financial invoices will be processed for reimbursement until the Governing Board Resolution has been received by the BSCC. A sample Governing Board Resolution can be found in Appendix G.

Grantee Orientation

Following the start of the grant period, BSCC staff will conduct a Virtual Grantee Orientation (June 2023, date to be determined). 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, and Day-to-Day Contact must attend. Grantees are also strongly encouraged to include the individual tasked with Data Collection and Evaluation. Award recipients will be provided additional details regarding the Grantee Orientation, in May 2023.

Invoices

Disbursement of grant funds occurs on a reimbursement basis for costs incurred during a reporting period. 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 on a quarterly basis through an online process no later than 45 days following the end of the invoicing period. Grantees will make their choice between monthly or quarterly invoicing prior to grant agreement execution.

Grantees must maintain adequate supporting documentation for all costs claimed on invoices. BSCC staff will conduct a desk review, which requires grantees to submit electronic documentation to support all grant funds claimed during the invoicing period. In addition, BSCC staff may conduct on-site monitoring visits that include a review of documentation maintained as substantiation for project expenditures with grant funds. Additional information about invoicing can be found in the [BSCC Grant Administration Guide](#).

Monitoring

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. For your reference, a Comprehensive Monitoring Visit checklist can be found on the Corrections Planning and Grants Program [website](#).

Reports

Grant award recipients are required to submit three (3) annual progress reports and one (1) end of project report to the BSCC. Grantees that are unable to demonstrate that they are making sufficient progress toward project goals and objectives and show that funds are being spent in accordance with the Grant Agreement could be subject to a withholding of funds. Additional information on reporting will be provided at the Grantee Orientation.

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. Mobile Probation Service Centers Grant funds 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. 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

Travel

Travel is usually warranted when personal contact by project staff is the most appropriate method of conducting project-related business. Travel to and from training conferences may also be allowed. The most economical method of transportation, in terms of direct

expenses to the project and the employee's time away from the project, must be used. Projects are required to include sufficient per diem and travel allocations for project related personnel, as outlined in the Grant Award, to attend any mandated BSCC training conferences or workshops outlined in the terms of the program.

- **Units of Government**

Units of government may follow either their own written travel and per diem policy or the State's 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 rate.

- **Non-Governmental Organizations (NGOs)**

An NGO receiving BSCC funds must use the State travel and per diem policy, unless the Grantee's written travel policy is more restrictive than the State's, in which case it must be used. Reimbursement is allowed for the cost of commercial carrier fares, parking, bridge, and road tolls, as well as necessary taxi, bus, and streetcar fares.

- **Out-of-State Travel**

Out-of-state travel is 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 Award, Grantees must submit to the BSCC a separate formal request (on Grantee letterhead) for approval. 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>.

Overview of the RFP Process

Confirmation of Receipt of Proposal

Upon submission of a proposal, applicants will receive a confirmation email from the BSCC stating that the proposal has been received.

Disqualification

Disqualification - **PLEASE REVIEW CAREFULLY**



The following will result in an automatic disqualification:

- Submission is not received by 5:00 p.m. PST on January 6, 2023
- Applicant does not meet the Eligibility Criteria
- Funding request exceeds allowable amounts
- Budget Attachment (Excel document) is incomplete, or the total amount included in the budget table does not match the requested amount included elsewhere in the application.
- Application, and all required attachments, are not submitted via the BSCC-Submittable Application portal
- Attachment(s) are illegible
- Attachment(s) are will not open or the file(s) are corrupted

NOTE: Disqualification means that the proposal will not move forward to the Scoring Panel for the Proposal Rating Process, and, therefore, will NOT be considered for funding.

Proposal Rating Process

Unless disqualified, proposals will advance to the Scoring Panel for funding consideration. Proposals will be evaluated in accordance with the BSCC's *Grant Proposal Evaluation Process* ([link](#)) and as described below. The Scoring Panel will read and assign points to each proposal in accordance with the prescribed rating factors listed in the table below. Scoring Panel members will determine points based on how well an applicant addresses the items listed under each rating factor within the Proposal Narrative and Budget Sections. Scoring Panel ratings, once submitted to the BSCC, will be final.

At the conclusion of this process, applicants will be notified of the Board's funding recommendations. It is anticipated that the Board will act on the recommendations at its meeting on April 13, 2023. Public agency applicants and partners are not to contact members of the Scoring Panel or the BSCC Board to discuss proposals.

Rating Factors

The Rating Factors that will be used and the maximum points allocated to each factor are shown in the table below. Applicants are asked to address each of these factors as a part of their proposal. A percent of total value is assigned to each Rating Factor, correlating to its importance within the overall project (see Percent of Total Value column).

	Rating Factors	Point Range	Percent of Total Value	Weighted Rating Factor Score*
1	Need	0-5	15%	30
2	Equipment	0-5	20%	40
3	Implementation	0-5	35%	70
4	Budget	0-5	30%	60
Maximum Proposal Score:			100%	200

Raters will rate an applicant’s response to each Rating Factor on a scale from 0 to 5, according to the Six-Point Rating Scale shown below. For each Rating Factor, the rating point received is then weighted according to the “Percent of Total Value” column associated with the Rating Factor to arrive at the final Weighted Rating Factor Score. The Weighted Rating Factor Scores are then added together for a final overall proposal score. The maximum possible proposal score is 200.

Six Point Rating Scale

Not Responsive 0	Poor 1	Fair 2	Satisfactory 3	Good 4	Excellent 5
The response fails to address the criteria.	The response addresses the criteria in a very inadequate way.	The response addresses the criteria in a non-specific or unsatisfactory way.	The response addresses the criteria in an adequate way.	The response addresses the criteria in a substantial way.	The response addresses the criteria in an outstanding way.

Minimum Scoring Threshold

A proposal must meet a threshold of **60 percent**, or a minimum score of **120** total points to be qualified for funding.

BSCC Funding Decisions

Applicants will compete for funds within their applicable funding category (see Funding Distribution and Maximum Grant Amounts, page 5). Once the proposals have been scored and ranked, BSCC will move down the ranked lists to fund all qualified applicants in each of the three (3) funding categories until all funds in that category are exhausted. Applicants that fall at the cut-off point may be offered a partial award if there are not sufficient remaining funds to make a full award.

If funding remains in one or more categories, the following will occur:

- Funds remaining in Category (1), after all qualified applicants in that category have been fully funded, will be used to fund any additional qualified applicants in Category (2).
- Funds remaining in Category (2), after all qualified applicants in that category have been funded, will be used to fund any additional qualified applicants first in Category 3 and then Category (1).

- Funds remaining in Category (3), after all qualified applicants in that category have been funded, will be used to fund any additional qualified applicants in first Category (2) and then Category (1).

If an applicant or grantee relinquishes an award, BSCC has authority to offer that award to the next qualifying applicant (s) on the ranked list.

Summary of Key Dates

The following table shows a timeline of key dates for the Mobile Probation Service Centers Grant Program.

Activity	Date
Release Request for Proposals	November 17, 2022
Bidders' Conference	December 6, 2022
Letter of Intent Due to the BSCC	December 9, 2022
Proposals Due to the BSCC	January 6, 2023
Proposal Rating Process and Development of Funding Recommendations	January 2023 - March 2023
BSCC Board Considers Funding Recommendations	April 13, 2023
Notices to Applicants	April 2023
Grant Period Begins	May 1, 2023
Mandatory New Grantee Orientation	June 2023

PART II: PROPOSAL INSTRUCTIONS

This document/section contains the necessary information for completing the Mobile Probation Service Centers Grant Program Application. The Application and all required attachments are provided on the [BSCC website](#).

Proposal Narrative and Budget Sections

The four rating factors that will be addressed in the Proposal Narrative and the Proposal Budget sections, are shown below

	Rating Factor	Percent Value	Addressed In:
1	Need	15%	Proposal Narrative
2	Equipment	20%	
3	Implementation	35%	
4	Budget	30%	Proposal Budget

Proposal Narrative Instructions

Applicants will complete the Proposal Narrative by accessing the BSCC-Submittable application portal and responding to a series of prompts. The Proposal Narrative must address the Need, Equipment, and the Implementation Rating Factors. Please do not include website links, charts, tables or, graphs when responding.

Each Rating Factor has a character limit (paragraph or page limit) as shown below:

	Rating Factor	Total Characters	Microsoft Word Equivalent*
1	Need	2,237	Up to 1 (One) Page
2	Equipment	4,474	Up to 2 (Two) Pages
3	Implementation	4,474	Up to 2 (Two) Pages

**Assumes text in a Microsoft Word document in Arial 12-point font with one-inch margins on all four sides and at 1.5-line spacing.*

Character Counter

The BSCC-Submittable application portal includes an automatically enabled character counter. This feature shows the number of characters used and the remaining number of characters before the limit is met. If the limit is exceeded, a red prompt will appear with the message "**You have exceeded the character limit**". Applicants are prohibited from submitting the Mobile Probation Service Centers Grant Program Application until they comply with all character limit requirements.

Bibliography

Applicants *may*, but are not required to, include a bibliography containing citations, using either the Modern Language Association (MLA) or American Psychological Association (APA) style in the “OPTIONAL Bibliography” field on the BSCC-Submittable application page. The bibliography may not exceed 2,218 total characters (includes punctuation, numbers, spaces, and any text). In Microsoft Word, this is approximately one (1) page in Arial 12-point font with one-inch margins on all four sides and at 1.5-line spacing.

Required Attachments

In addition to addressing the Proposal Narrative criteria, the following attachments must be completed and uploaded in the identified fields in the BSCC-Submittable application portal at the time of submission:

- Project Work Plan (Appendix B).
- Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement (Appendix F)
- Governing Board Resolution (Optional)

Proposal Narrative Rating Factors

Section 1: Need (Percent Value – 15%)

Within this section, address the criteria that defines the Need Rating Factor (see table below) in a cohesive, comprehensive, and concise narrative format.

Need: The applicant described a need(s) that is pertinent to the intent of the grant. The elements that comprise the Need Rating Factor are listed below. Addressing each element does not in itself merit a high rating; rather, although each element is to be addressed (when applicable), it is the quality of the response to each that will be evaluated. The response will be evaluated with a single rating based on a scale of 0-5.	
1.1	Describe the need(s) to be addressed including how the need is related to the target population and the intent of the grant program.
1.2	Identify the conditions or elements that contribute to the need (e.g., service area, geographic location, accessibility).
1.3	Relevant local qualitative and/or quantitative data in support of the need are provided.
1.4	Demonstrate a compelling justification for the grant funds.

Section 2: Equipment (Percent Value – 20%)

Within this section address the criteria that defines the Equipment Rating Factor (see table below) in a cohesive, comprehensive, and concise narrative format.

Equipment: The applicant described equipment that is pertinent to the intent of the grant. The elements that comprise the Equipment Rating Factor are listed below. Addressing each element does not in itself merit a high rating; rather, although each element is to be addressed (when applicable), it is the quality of the response to each that will be evaluated. The response will be evaluated with a single rating based on a scale of 0-5.

2.1	<p>Describe the vehicles to be purchased with grant funds (if applicable). The descriptions should include:</p> <ul style="list-style-type: none"> • the number of vehicles to be purchased. • the number of vehicles currently in service operating as mobile probation service centers. • the type of vehicle that will be purchased and the equipment with which it will come equipped with at the time of purchase. • how secure data connectivity will be provided within the vehicle. • the specific characteristics the vehicle must have to address the safety of both probationers and agency staff. • any vehicle characteristics that may impact drivability (e.g., license required to operate, size, maneuverability, stability). • how the vehicle will be maintained (i.e., contract with county maintenance, motor pool, public works). • training of agency staff to use the vehicle and its installed equipment.
2.2	<p>Describe the equipment, telecommunications, and other technology (other than vehicles) that will be purchased. The description should include for each item:</p> <ul style="list-style-type: none"> • the number of items to be purchased. • the number of items currently owned and own the additional items will benefit the agency, if applicable. • why the item is required to provide mobile probation services.

Section 3: Implementation (Percent Value – 35%)

Within this section, address the criteria that defines the Implementation Rating Factor (see table below) in a cohesive, comprehensive, and concise narrative format.

Implementation: The applicant described how the purchases will be used to address the identified need(s). The elements that comprise the Implementation Rating Factor are listed below. Addressing each element does not in itself merit a high rating; rather, although each element is to be addressed (when applicable), it is the quality of the response to each that will be evaluated. The response will be evaluated with a single rating based on a scale of 0-5.

3.1	<p>Describe how the vehicles, equipment, telecommunication, and other technology to be purchased will be used to address the identified need(s). The description should include:</p> <ul style="list-style-type: none"> • where it will be used. This may include geographical areas (e.g., city, zip code), specific locations (e.g., outside of the courthouse, jail, encampment area), or venues (e.g., community events). • how its use will benefit the target population. • the anticipated number of individuals within the target population, and by location (if applicable), who will benefit from its use. • how the proposed purchases help to achieve the goal of the grant program
3.2	<p>Describe any partnerships or coordination with other agencies necessary to implement the use of the purchased equipment as intended to benefit the target population. Describe the plan to coordinate with these agencies.</p>
3.3	<p>Describe the data that will be gathered and reported to show that the purchases addressed the need(s) identified in Project Need and the intent of the grant</p>
3.4	<p>Provide a Project Work Plan (Appendix B) that:</p> <ul style="list-style-type: none"> • identifies the project’s goals and measurable objectives (see Appendix C) for definitions) that address the identified need(s) and intent of the grant. • identifies how the goals will be achieved in terms of activities, responsible staff/partners, and start and end dates. • is appropriate for the proposed project.

Proposal Budget Instructions

As part of the application process, applicants are required to complete and upload a Proposal Budget Table and Budget Narrative (Budget Attachment) in the budget section of the BSCC-Submittable application page. The Budget Attachment is provided on the [BSCC website](#).

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 Proposal 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.

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

Budget Rating Factor

Section 4: Budget (Percent Value – 30%)

The following items are rated as part of this section and must be addressed by the applicant in the Budget Attachment.

Budget: The applicant provided a complete Budget Attachment (Proposal Budget Table and Budget Narrative) for the proposed project. The elements against which the Budget Attachment will be rated are listed below. Addressing each element does not in itself merit a high rating; rather, although each element is to be addressed (when applicable), it is the quality of the response to each that will be evaluated. The response will be evaluated with a single rating based on a scale of 0-5.	
4.1	Provide a complete Budget (Proposal Budget Table and Budget Narrative) as appropriate for the proposed project.
4.2	Provide Budget Narrative that: <ul style="list-style-type: none">• explains and supports each identified expense.• justifies expenses as appropriate for the proposed project, identified need, and the intent of the grant.

PART III: APPENDIXES

Appendixes

This section includes the following appendixes:

- Appendix A: Assembly Bill 178
- Appendix B: Project Work Plan
- Appendix C: Glossary of Terms
- Appendix D: County Population Index
- Appendix E: Sample Grant Agreement
- Appendix F: Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement
- Appendix G: Governing Board Resolution

Appendix A: Assembly Bill 178

5227-123-0001—For local assistance, Board of
State and Community Corrections
..... 20,000,000

Schedule:

4945-Corrections
Planning and Grant
Programs
(1) 20,000,000

Provisions:

Of the funds appropriated in this item,
\$20,000,000 shall be available to fund a
competitive grant program for county
probation departments to establish
mobile probation service centers. These
grants shall allow county probation
departments to purchase vehicles,
equipment, telecommunications, and
other technology needed to operate
mobile probation service centers to
assist probationers, particularly those
individuals who are unhoused and
struggling with meeting probation
requirements.

1.

https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB178

Appendix B: 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; (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:			
Objectives (A., B., etc.)	A. B. C.		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
1. 2. 3.			

(2) Goal:			
Objectives (A., B., etc.)	A. B. C.		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
1. 2. 3.			

(3) Goal:			
Objectives (A., B., etc.)	A. B. C.		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
1.			
2.			
3.			

(4) Goal:			
Objectives (A., B., etc.)	A. B. C.		
Project activities that support the identified goal and objectives:	Responsible staff/partners	Timeline	
		Start Date	End Date
1.			
2.			
3.			

Appendix C: Glossary of Terms

Goals and Objectives

Goals and objectives are terms in common use, sometimes used interchangeably because both refer to the intended results of program activities. Goals are longer-term than objectives, more broadly stated and govern the specific objectives to which program activities are directed.

In proposals, goals are defined by broad statements of what the program intends to accomplish, representing the long-term intended outcome of the program.¹

Examples of goal statements:²

- To reduce the number of serious and chronic juvenile offenders.
- To divert nonviolent juvenile offenders from state juvenile correctional institutions.
- To restore the losses suffered by the victims of crimes.

Objectives are defined by statements of specific, measurable aims of program activities.³ Objectives detail the tasks that must be completed to achieve goals.⁴ Descriptions of objectives in the proposals should include three elements:⁵

1. Direction – the expected change or accomplishment (e.g., improve, maintain);
2. Timeframe – when the objective will be achieved; and
3. Target Population– who is affected by the objective.

Examples of program objectives:⁶

- By the end of the program, young, drug-addicted juveniles will recognize the long-term consequences of drug use.
 - To place eligible juveniles in an intensive supervision program within two weeks of adjudication to ensure offender accountability and community safety.
- To ensure that juvenile offenders carry out all of the terms of the mediation agreements they have worked out with their victims by program completion.

¹ Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile Justice Program Evaluation: An overview (Second Edition)*. Retrieved from <http://www.jrsa.org/njjec/publications/program-evaluation.pdf>. See also New York State Division of Criminal Justice Services. *A Guide to Developing Goals and Objectives for Your Program*. Retrieved from .

² *Id.* at p. 4.

³ National Center for Justice Planning. Overview of Strategic Planning. *Where Do We Want to Be? Goals and Objectives*. Retrieved from <http://ncjp.org/strategic-planning/overview/where-do-we-want-be/goals-objectives>.

⁴ *Id.*; see *supra* fn 1.

⁵ Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile Justice Program Evaluation: An overview (Second Edition)* p. 5. Retrieved from <http://www.jrsa.org/njjec/publications/program-evaluation.pdf>.

⁶ *Id.*

Appendix D: County Population Index

Source: California Department of Finance, Population Estimates, January 1, 2022

Large Counties (700,001+)		Medium Counties (200,001-700,000)	
Alameda	1,651,979	Butte	201,608
Contra Costa	1,156,555	Marin	257,135
Fresno	1,011,273	Merced	284,338
Kern	909,813	Monterey	433,716
Los Angeles County	9,861,224	Placer	409,025
Orange	3,162,245	San Luis Obispo	280,721
Riverside	2,435,525	Santa Barbara	445,164
Sacramento	1,576,618	Santa Cruz	266,564
San Bernardino	2,187,665	Solano	447,241
San Diego	3,287,306	Sonoma	482,404
San Francisco	842,754	Stanislaus	549,466
San Joaquin	784,298	Tulare	475,014
San Mateo	744,662	Yolo	221,165
Santa Clara	1,894,783		
Ventura	833,652		
Small Counties (<200,001)			
Alpine	1,200	Mendocino	89,999
Amador	40,297	Modoc	8,690
Calaveras	45,049	Mono	13,379
Colusa	21,807	Napa	136,179
Del Norte	27,218	Nevada	101,242
El Dorado	190,465	Plumas	18,942
Glenn	28,750	San Benito	65,479
Humboldt	135,168	Shasta	180,531
Imperial	179,329	Sierra	3,229
Inyo	18,978	Siskiyou	43,830
Kings	152,023	Sutter	99,145
Lake	67,407	Tehama	65,052
Lassen	30,274	Trinity	16,023
Madera	157,396	Tuolumne	55,291
Mariposa	17,045	Yuba	82,275

Appendix E: Sample Grant Agreement

STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES

SCO ID:

STANDARD AGREEMENT

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (If Applicable)

STD 213 (Rev 03/2019)

BSCC XXX- 22

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

MAY 1, 2023

THROUGH END DATE

SEPTEMBER 30, 2027

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	x
Exhibit B	Budget Detail and Payment Provisions	x
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	x
Attachment 1*	Mobile Probation Service Centers Grant Program Request for Proposals	*
Attachment 2	Mobile Probation Service Centers Grant Program Grant Proposal	xx
Appendix A	Mobile Probation Service Centers Grant Program Scoring Panel	x

* This item is hereby incorporated by reference and can be viewed at: [enter web address](#)

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

XXX

CITY

XXX

STATE

XX

ZIP

XXX

PRINTED NAME OF PERSON SIGNING

XXX

TITLE

XXX

CONTRACTOR AUTHORIZED SIGNATURE



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 SIGNATURE



DATE SIGNED

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

EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT – Mobile Probation Service Centers 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).

2. PROJECT SUMMARY AND ADMINISTRATION

- A. The Mobile Probation Service Centers Grant Program was established in the State Budget Act of 2022 (Assembly Bill 178, Chapter 43, Statutes of 2022). Mobile Probation Service Centers Grant Program funds must be used to purchase vehicles, equipment, telecommunications, and other technology needed to operate mobile probation service centers to assist probationers, particularly those individuals who are unhoused and struggling with meeting probation requirements.
- B. Grantee agrees to administer the project in accordance with Attachment 1: Mobile Probation Service Centers Grant Program Request for Proposals (incorporated by reference) and Attachment 2: Mobile Probation Service Centers Grant Program Grant Proposal, 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:

Title:

Address:

Phone:

Email:

Designated Financial Officer authorized to receive warrants:

Name:

Title:

Address:

Phone:

Email:

Project Director authorized to administer the project:

Name:

Title:

Address:

Phone:

Email:

EXHIBIT A: SCOPE OF WORK

- 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.

4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: Mobile Probation Service Centers Grant Program Request for Proposals and Attachment 2: Mobile Probation Service Centers Grant Program Grant Proposal.

5. REPORTING REQUIREMENTS

- A. Grantees will submit three (3) annual progress reports and one (1) end of project report to the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

Annual Progress Report Periods:

- 1. May 1, 2023 to June 30, 2024
- 2. July 1, 2024 to June 30, 2025
- 3. July 1, 2025 to June 30, 2026

Due no later than:

- August 15, 2024
- August 15, 2025
- August 15, 2026

Other

- 4. End of Project Report

Due no later than:

- September 30, 2027

Grantees that are unable to demonstrate that they are making sufficient progress toward project goals and objectives and show that funds are being spent in accordance with the Grant Agreement could be subject to a withholding of funds.

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.
- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.

EXHIBIT A: SCOPE OF WORK

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

7. CONFLICT OF INTEREST

- A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the Mobile Probation Service Centers Grant Program Scoring Panel from receiving funds awarded under the Mobile Probation Service Centers Grant Program RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Mobile Probation Service Centers Grant Program Scoring Panel roster (*Appendix A*) and ensuring that no grant dollars are passed through to any entity represented by the members of the Mobile Probation Service Centers Grant Program Scoring Panel.
- B. In cases of an actual conflict of interest with a Scoring Panel member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT (grantee will select one, quarterly or monthly invoicing)

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

Quarterly Invoicing Periods:

1. May 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

Due no later than:

- August 15, 2023
- November 15, 2023
- February 15, 2024
- May 15, 2024
- August 15, 2024
- November 15, 2024
- February 14, 2025

Final Invoicing Period:

8. January 1, 2025 to March 15, 2025*

Due no later than:

- April 30, 2025

*Note: No new expenses may be incurred after March 15, 2022.

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

Monthly Invoicing Periods:

1. May 1, 2023 to May 31, 2023
2. June 1, 2023 to June 30, 2023
3. July 1, 2023 to July 31, 2023
4. August 1, 2023 to August 31, 2023
5. September 1, 2023 to September 30, 2023
6. October 1, 2023 to October 31, 2023
7. November 1, 2023 to November 30, 2023
8. December 1, 2023 to December 31, 2023
9. January 1, 2024 to January 31, 2024
10. February 1, 2024 to February 29, 2024
11. March 1, 2024 to March 31, 2024
12. April 1, 2024 to April 30, 2024
13. May 1, 2024 to May 31, 2024
14. June 1, 2024 to June 30, 2024
15. July 1, 2024 to July 31, 2024
16. August 1, 2024 to August 31, 2024
17. September 1, 2024 to September 30, 2024
18. October 1, 2024 to October 31, 2024
19. November 1, 2024 to November 30, 2024
20. December 1, 2024 to December 31, 2024
21. January 1, 2025 to January 31, 2025

Due no later than:

- July 15, 2023
- August 15, 2023
- September 15, 2023
- October 15, 2023
- November 15, 2023
- December 15, 2023
- January 15, 2024
- February 15, 2024
- March 15, 2024
- April 15, 2024
- May 15, 2024
- June 15, 2024
- July 15, 2024
- August 15, 2024
- September 15, 2024
- October 15, 2024
- November 15, 2024
- December 15, 2024
- January 15, 2025
- February 14, 2025
- March 15, 2025

Final Invoicing Period:

22. February 1, 2025 to March 15, 2025*

Due no later than:

- April 30, 2025

*Note: No new expenses may be incurred after March 15, 2022.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

- B. All project expenses must be incurred by the end of the purchase period, March 15, 2025, and included on the final invoice due April 30, 2025. Project expenditures incurred after March 15, 2025 will not be reimbursed.
- C. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.
- D. 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.

2. GRANT AMOUNT AND LIMITATION

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

3. BUDGET CONTINGENCY CLAUSE

- A. This grant agreement is valid through Grant name 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 Assembly Bill 178 (Chapter 43, Statutes of 2022) also known as the California Budget Act of 2022. 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 Mobile Probation Service Centers funding is reduced or falls below estimates contained within the Mobile Probation Service Centers Request for Proposals, 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.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

4. PROJECT COSTS

A. The Grantee agrees to comply with the BSCC Grant Administration Guide requirements as posted on the BSCC website (currently the BSCC Grant Administration Guide July 2020) including any updated version that may be posted during term of the grant agreement. BSCC will notify grantees whenever an updated version is posted. The BSCC Grant Administration Guide is available at:

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

B. 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.

C. Grantee is responsible for ensuring that statements of expenditures submitted to the BSCC claim actual expenditures for eligible project costs.

D. 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.

E. 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.

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

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.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

- 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.
- E.

7. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

8. 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. Equipment/Fixed Assets	\$0
5. Other (Travel, Training, etc.)	\$0
6. 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 hold 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. This obligation shall survive any termination 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.

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

- 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, 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 (<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

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

- 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.
 - 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:

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

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

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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC is solely for the purpose of proper administration of grant funds, and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1: Mobile Probation Service Centers Grant Program Request for Proposals and Attachment 2: Mobile Probation Service Centers Grant Program Grant Proposal.
- 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: Mobile Probation Service Centers Grant Program Request for Proposals and Attachment 2: Mobile Probation Service Centers Grant Program Grant Proposal, 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.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the ARG Rehabilitation of Existing Property or Building Project 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.

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 of the project.

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.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

- B. 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. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to grantees that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Required as Appendix E of the original Proposal Package).

7. 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 the Attachment 1: Mobile Probation Service Centers Grant Program Request for Proposals and Attachment 2: Mobile Probation Service Centers Grant Program Grant Proposal. Changes shall not be implemented by the project until authorized by the BSCC.

8. 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:

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

- 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
 - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Mobile Probation Service Centers Grant Program Request for Proposals and Attachment 2: Mobile Probation Service Centers Grant Program Grant Proposal, or approved modifications;
 - 3) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 9. Settlement of Disputes.

9. 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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

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.

10. 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.

11. 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 A: MOBILE PROBATION SERVICE CENTERS GRANT PROGRAM SCORING PANEL

Scoring Panel

Name, Title Agency Address	Name, Title Agency Address
Name, Title Agency Address	Name, Title Agency Address
Name, Title Agency Address	Name, Title Agency Address
Name, Title Agency Address	Name, Title Agency Address

SAMPLE

Appendix F: Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to applicants that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

By checking the following boxes and signing below, applicant affirms that:

I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.

I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

I/We will hold subgrantees and subcontractors to these same requirements.

A grantee may make a request in writing to the Executive Director of the BSCC for an exception to the debarment policy. Any determination made by the Executive Director shall be made in writing.

AUTHORIZED SIGNATURE			
<small>(This document must be signed by the person who is authorized to sign the Grant Agreement.)</small>			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
STREET ADDRESS	CITY	STATE	ZIP CODE
APPLICANT'S SIGNATURE (Blue Ink or e-signature Only)			DATE
X			

Appendix G: 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 Mobile Probation Service Centers Grant Program funded through the State Budget Act 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: _____