

AGREEMENT NUMBER <b>CSA 956-06</b>
REGISTRATION NUMBER

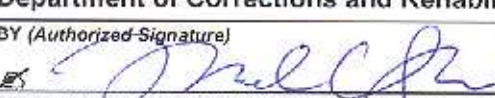
- This Agreement is entered into between the State Agency and the Contractor named below:  

STATE AGENCY'S NAME	<b>Department of Corrections and Rehabilitation, Corrections Standards Authority</b>		
CONTRACTOR'S NAME	<b>El Dorado County</b>		
- The term of this Agreement is: **January 1, 2007** through **June 30, 2008**
- The maximum amount of this Agreement is: **\$ 700,000.00**  
**Seven hundred thousand dollars and no cents.**
- The parties agree to comply with the terms and conditions of the following exhibits that, by this reference, are a part of the Agreement.

Sections 1 through 6	2 pages
Exhibit A – Grant Agreement Standard Conditions	4 pages
Exhibit B – Program Budget	1 page
Exhibit C* – General Terms and Conditions	GTC-306

\* *Exhibit C is hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.ols.dqs.ca.gov/Standards+Language](http://www.ols.dqs.ca.gov/Standards+Language).*

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

<b>CONTRACTOR</b>		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>El Dorado County</b>		
BY (Authorized Signature) 	DATE SIGNED(Do not type) <b>1/8/07</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Jeff Neves, Sheriff</b>		
ADDRESS <b>300 Fair Lane Placerville, CA 95667</b>		
<b>STATE OF CALIFORNIA</b>		<input checked="" type="checkbox"/> Exempt per: State Contracting Manual 4.04
AGENCY NAME <b>Department of Corrections and Rehabilitation, Corrections Standards Authority</b>		
BY (Authorized Signature) 	DATE SIGNED(Do not type) <b>1/7/07</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Marlon Yarber, Deputy Director, Corrections Planning and Programs Division</b>		
ADDRESS <b>600 Bercut Drive, Sacramento CA 95814-0185</b>		

**STATE OF CALIFORNIA**

**MENTALLY ILL OFFENDER CRIME REDUCTION GRANT PROGRAM**

**GRANT AGREEMENT BETWEEN THE  
CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION,  
CORRECTIONS STANDARDS AUTHORITY**

**AND**

**COUNTY OF EL DORADO**

This Grant Agreement is between the State of California, acting by and through the California Department of Corrections and Rehabilitation, Corrections Standards Authority, hereafter referred to as the CSA, and the County of El Dorado, hereafter referred to as the Grantee. The parties agree as follows:

**SECTION 1. PROJECT SUMMARY**

The Mentally Ill Offender Crime Reduction (MIOCR) Grant Program is designed to break the cycle of recidivism among offenders with a mental illness through the provision of in-custody and/or post-custody mental health treatment and support services. The Grantee's project is described in detail in the grant application submitted through the Request for Proposals (RFP) process. That application is incorporated by reference into the Grant Agreement.

**SECTION 2. PROJECT OFFICIALS**

- A. The CSA's Executive Director or designee shall be the CSA's representative for administration of the Grant Agreement and shall have authority to make determinations and findings with respect to any controversy arising under, or in connection with, the interpretation, performance, or payment for work performed under this Grant Agreement. Disputes shall be resolved in accordance with the provisions of Exhibit A.
- B. The Grantee project officials (Project Director and Project Financial Officer) are outlined in the grant application submitted through the RFP process. That application is incorporated by reference into the Grant Agreement.
- C. Either party may change its project representatives upon written notice to the other party.

**SECTION 3. SEMI-ANNUAL PROGRESS REPORTS**

Grantee shall submit semi-annual progress reports in a format prescribed by the CSA for the MIOCR Grant Program. These reports shall be submitted according to the following schedule:

**Report Period**

- 1. January 1, 2007 – June 30, 2007
- 2. July 1, 2007 – December 31, 2007
- 3. January 1, 2008 – June 30, 2008

**Due No Later Than:**

- August 15, 2007
- February 15, 2008
- August 15, 2008



#### **SECTION 4. DATA COLLECTION**

Grantee shall collect and report data on program participants, as specified by the CSA, for the purpose of monitoring project performance and evaluating the overall impact of the MIOCR Grant Program.

#### **SECTION 5. QUARTERLY FINANCIAL INVOICES**

A. The Grantee shall be paid in arrears by submitting an invoice (Form 201) to the CSA that outlines actual expenditures claimed for the reporting period. An invoice is due to the CSA even if grant funds are not expended during a reporting period. Invoices must be submitted quarterly according to the following schedule.

<b>Report Period</b>	<b>Due No Later Than:</b>
1. January 1, 2007 – March 31, 2007	May 15, 2007
2. April 1, 2007 – June 30, 2007	August 15, 2007
3. July 1, 2007 – September 30, 2007	November 15, 2007
4. October 1, 2007 – December 31, 2007	February 15, 2008
5. January 1, 2008 – March 31, 2008	May 15, 2008
6. April 1, 2008 – June 30, 2008	August 15, 2008

B. In no event shall the CSA be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the CSA and the State of California on account of project costs that may exceed the sum of the grant award.

#### **SECTION 6. AVAILABILITY OF FUNDS**

This Grant Agreement is valid and enforceable only if sufficient funds are made available by the Legislature. Grantee agrees that the CSA's obligation to pay any sums to the Grantee under any provision of this agreement is contingent upon the availability of sufficient funds.

**DEPARTMENT OF CORRECTIONS AND REHABILITATION  
CORRECTIONS STANDARDS AUTHORITY**

**EXHIBIT A  
MENTALLY ILL OFFENDER CRIME REDUCTION GRANT PROGRAM  
GRANT AGREEMENT STANDARD CONDITIONS**

**ARTICLE 1. ASSIGNMENT**

This Grant Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the CSA and State of California in the form of a formal written amendment.

**ARTICLE 2. AMENDMENT**

No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Grant Agreement is binding on any of the parties. Amendments are used for major changes such as the grant award amount, obligated match amount, or grant period.

**ARTICLE 3. GRANTEE'S GENERAL RESPONSIBILITY**

Grantee is solely responsible for the project activities identified in the original grant application, which is incorporated by reference into the Grant Agreement. Review and approval by the CSA is solely for the purpose of proper administration of grant funds by the CSA and shall not be deemed to relieve or restrict the Grantee's responsibility.

**ARTICLE 4. PROJECT ACCESS**

The Grantee shall insure that the CSA, or any authorized representative, will have suitable access to project activities, sites, and staff at all reasonable times during the grant period.

**ARTICLE 5. 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 the original grant application, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

**C. Use of Funds**

1. Grantee shall expend all grant and matching funds solely for eligible project costs. The CSA's *Grant Administration Guide* for the MIOCR Grant Program provides information on eligible and



ineligible project costs. Grantee shall, upon demand, remit to the CSA 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.

2. State grant funds may only be used to supplement existing funds for program activities and may not be used to replace (supplant) funds appropriated for the same purpose. Violations may result in the repayment of state funds provided to the Grantee and/or civil or criminal penalties.

#### D. Permits and Licenses

Grantee agrees to procure all permits/licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the lawful proceeding of the project.

#### E. Subcontracting Requirements

The Grantee may subcontract with consultants and/or agencies (including community-based organizations) for services needed to implement and/or support program activities. Grantee agrees that in the event of an inconsistency between the Grant Agreement and the Grantee's subcontract for consultant/agency services, the Grant Agreement will prevail. Grantee shall ensure that all subcontractors comply with all requirements of the Grant Agreement.

### **ARTICLE 6. RECORDS**

- A. The Grantee shall establish an official project file that includes documentation of all actions taken with respect to the project, including copies of all grant agreements, approved modifications, financial records, and required reports.
- B. The Grantee shall establish separate accounting records that properly reflect the amount, receipt, and disposition of all grant funds.
- C. For financial records, supporting documentation shall be maintained in such detail as to provide an adequate audit trail for all expenditures of state grant and local matching funds.
- D. 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.
- E. All Grantee records relevant to the project must be preserved a minimum of three years after closeout of the grant project and shall be subject at all reasonable times to inspection, copying, excerpting, and auditing by the CSA 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.

### **ARTICLE 7. ACCOUNTING AND AUDIT REQUIREMENTS**

- A. Grantee agrees that accounting procedures for state grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices.



- B. The CSA reserves the right to call for a financial audit at any time between the execution of this Grant Agreement and 60 days after the end of the grant period. Should the CSA exercise this right and an audit finding occurs, a corrective action plan may be required of the Grantee and any disallowed expenditures must be returned to the State within 120 days after completion of the audit.

#### **ARTICLE 8. CHANGES**

No change in the project budget outlined in Exhibit B of the Grant Agreement will be permitted without prior written approval from the CSA. Budget modification requests must be submitted using Form 223. Under no circumstances will any budget changes be authorized that would cause the project to exceed the amount of the grant award or that would result in the grant funds dedicated to indirect costs to exceed ten percent (10%) of the grant award.

No substantive change in the funded program, as outlined in the original grant application, may be implemented without prior written approval from the CSA. Substantive program changes are those related to the overall project design, specific program components, or target population. Program modification requests must be submitted using Form 225.

#### **ARTICLE 9. WITHHOLDING OF GRANT DISBURSEMENTS**

- A. The CSA may withhold all or any portion of the grant funds provided for by this Grant Agreement in the event that the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement, including submission of quarterly progress reports and required data.
- B. The CSA will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently discovered to be ineligible, the CSA may either withhold an equal amount from subsequent payments to the Grantee or require repayment of an equal amount to the state by the Grantee.
- C. In the event that grant funds are withheld from the Grantee, the CSA'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 situation leading to the withholding.

#### **ARTICLE 10. TERMINATION**

- A. This Grant Agreement may be terminated at any time by the CSA, where it appears that there will be lack of grant funds available to fulfill this Grant Agreement, provided that after such termination, the Grantee shall be entitled to an amount that equals the eligible project costs that have been incurred by the Grantee prior to such termination.
- B. This Grant Agreement may be terminated after the award of the Grant Agreement but prior to completion of the project, by the CSA, upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction by the Grantee includes but is not limited to:
1. Substantial alteration of the scope of the project without the prior written approval of the CSA;
  2. Refusal or inability to complete the project in a manner consistent with the grant proposal or approved modifications; and



3. Failure to meet prescribed assurances and commitments, Grant Agreement, record, accounting, auditing, and reporting requirements.
- C. Prior to terminating the Grant Agreement, the CSA shall provide the Grantee at least 30 days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with Article 11.

## **ARTICLE 11. DISPUTES**

- A. Grantee shall continue with the responsibilities under this Grant Agreement during any dispute.
- B. The Grantee may appeal a CSA staff decision on the basis of alleged misapplication, capricious interpretation of regulations, policies or procedures, or substantial differences of opinion concerning the proper application of regulations, policies or procedures.
- C. If the Grantee is dissatisfied with an action of CSA staff, the Grantee may appeal to the Deputy Director of the Corrections Planning and Programs Division. Such appeals shall be filed within 30 calendar days of the notification of action with which the Grantee is dissatisfied. The appeal shall be in writing and 1) state the basis for the dissatisfaction; 2) state the action being requested of the Deputy Director; and 3) include any documentation related to the cause for dissatisfaction.
- D. The Deputy Director will review the correspondence and related documentation and render a decision on the appeal within 30 calendar days, except in those cases where the Grantee withdraws or abandons the appeal. The procedural time requirement may be waived with the mutual consent of the Grantee and the Deputy Director.
- E. The Deputy Director may render a decision based on the correspondence and related documentation submitted by the Grantee and may consider other relevant sources of information deemed appropriate. The decision of the Deputy Director shall be in writing and shall provide the rationale for the decision.
- F. If the Grantee is dissatisfied with the decision of the Deputy Director, the Grantee may file a request for review by the CSA Executive Director. Such a request shall be filed within 30 calendar days after receipt of the Deputy Director's decision. The requested review shall be in writing and 1) state the basis for the dissatisfaction; 2) state the action being requested of the Executive Director; and 3) include any correspondence related to the appeal.
- G. The Executive Director, after reviewing the appeal and the correspondence related to the review, may decide the matter on the record or request additional information. The decision of the Executive Director shall be mailed to the Grantee and shall be final.

## **ARTICLE 12. 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.

**DEPARTMENT OF CORRECTIONS AND REHABILITATION  
CORRECTIONS STANDARDS AUTHORITY**

**EXHIBIT B  
MENTALLY ILL OFFENDER CRIME REDUCTION GRANT PROGRAM  
PROJECT BUDGET FOR GRANT PERIOD**

Grantee shall expend state grant and local matching funds in accordance with the Project Budget submitted as part of the grant proposal and outlined below. Changes may be made pursuant to Exhibit A, Article 8 of the Grant Agreement.

LINE ITEM	GRANT FUNDS	CASH MATCH	IN-KIND MATCH	TOTAL
1. Salaries and Benefits	\$484,886	0	\$212,807	\$697,693
2. Services and Supplies	0	0	0	0
3. Professional Services	0	0	0	0
4. CBO Contracts	\$151,650	0	0	\$151,650
5. Indirect Costs	\$63,464	0	\$21,280	\$84,744
6. Fixed Assets/Equipment	0	0	0	0
7. Other	0	0	0	0
TOTAL	\$700,000	0	\$234,087	\$934,087