

A photograph of the California State Capitol building, showing its iconic dome and classical architecture, set against a clear blue sky. An American flag is visible on the left side of the building.

Indigent Defense Grant Grantee Orientation

Administrative Responsibilities

TOPICS

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

COMMUNICATION

- ❖ **BSCC communication is limited to the identified grant staff**
 - ❖ **Submit an updated Contact Information Sheet as needed**
- ❖ **Project Director and Financial Officer must be employees of the grantee**
 - ❖ **Help us avoid misunderstandings and/or communication breakdowns**



STANDARD AGREEMENT

☐

STANDARD AGREEMENT
STD 213 (Rev 03/2019)

AGREEMENT NUMBER
BSCC XXX-20

PURCHASING AUTHORITY NUMBER (If Applicable)
BSCC-5227

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

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

GRANTEE NAME

2. The term of this Agreement is:

START DATE

MARCH 31, 2021

THROUGH END DATE

JANUARY 31, 2022

3. The maximum amount of this Agreement is:

\$XXX,XXX

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C	General Terms and Conditions (04/2017)	3
Exhibit D	Special Terms and Conditions	3
Exhibit E	Coronavirus Emergency Supplemental Funding (CESF) Federal Conditions	13
Attachment 1	2020 CESF Request for Applications (Proposal Instructions Packet & Application Package)	*
Attachment 2	2020 CESF Grant Application for Funding	XX
Attachment 3	2020 CESF Federal Program Solicitation	*
Appendix C	Criteria for Non-Governmental Organizations Receiving CESF	2

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at: http://www.bscc.ca.gov/s_cesf/ and [2020 BJA CESF Program Solicitation](#).

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

REPORTING

- ❖ Grantees are required to submit semi-annual progress reports to the OSPD & Evaluator
- ❖ Please ensure report submissions are timely and complete
- ❖ Save reporting dates

PROGRESS REPORT DUE DATES

Progress Report Periods

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

B. Evaluation Documents

1. Local Evaluation Plan
2. Local Evaluation Report

Due no later than:

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

Due no later than:

August 30, 2021
December 31, 2023

1. INVOICING AND PAYMENTS

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

PAYMENT

Quarterly Invoicing Periods:

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

Due no later than:

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

Final Invoicing Periods:

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

Due no later than:

- November 15, 2023
February 29, 2024

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

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

SUB- CONTRACTS

3. POTENTIAL SUBCONTRACTORS

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

NGO ASSURANCE - SECRETARY OF STATE



Dr. Shirley N. Weber
California Secretary of State



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Business Entities (BE)

Online Services

[File LLC Statement of Information](#)

[File Corporation Statement of Information](#)

[Business Search](#)

[Publicly Traded Disclosure Search](#)

[Current Processing Dates](#)

Service Options

[Name Availability](#)

[Forms, Samples & Fees](#)

[Statements of Information \(annual/biennial reports\)](#)

[Filing Tips](#)

[Information Requests \(certificates, copies & status reports\)](#)

[Service of Process](#)

[FAQs](#)

Business Search

This search provides access to available information for corporations, limited liability companies and limited partnerships of record with the California Secretary of State, with **free PDF copies** of imaged business entity documents, including the most recent imaged Statements of Information filed for corporations and limited liability companies.

Currently, information for limited liability partnerships (e.g. law firms, architecture firms, engineering firms, public accountancy firms, and land survey firms), general partnerships, associations, and other entity types are **not contained** in the Business Search. If you wish to obtain information about these entity types, download, complete, and submit a [Business Entities Records Request Form](#). to request copies of filings for these entity types.

Note: This search is not intended to serve as a name reservation search. For information on reserving a name, refer to [Name Reservations](#).

To conduct a search:

- Select the applicable search type.
- In the "Search Criteria" box, enter the entity name or number you wish to search. Note: If entering the entity number of a corporation, the number must begin with the letter C.
- Select the search filter you wish to use to locate the entity if searching for an entity name.
- Select the Search button.
- For help with searching an entity name or number, refer to [Search Tips](#).

All fields marked with an asterisk (*) are required.

Search Type *

Corporation Name LP/LLC Name Entity Number

Search Criteria *

Search Filter

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

REQUIRED DOCUMENTS

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

PRIOR APPROVAL REQUIRED

❖ Food & Beverages



❖ Equipment*

❖ Gift Cards



❖ Incentives

❖ Vehicles*

❖ Out-of-State Travel



INCENTIVES



GRANT GUIDES

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

2020

BSCC Grant Administration Guide

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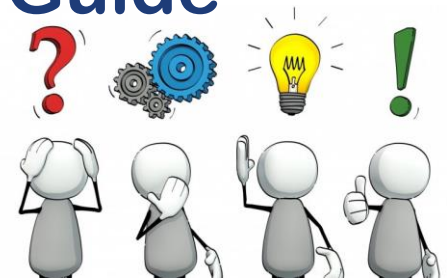
<https://www.bscc.ca.gov/wp-content/uploads/BSCC-Grant-Admin-Guide-July-2020-Final.pdf>

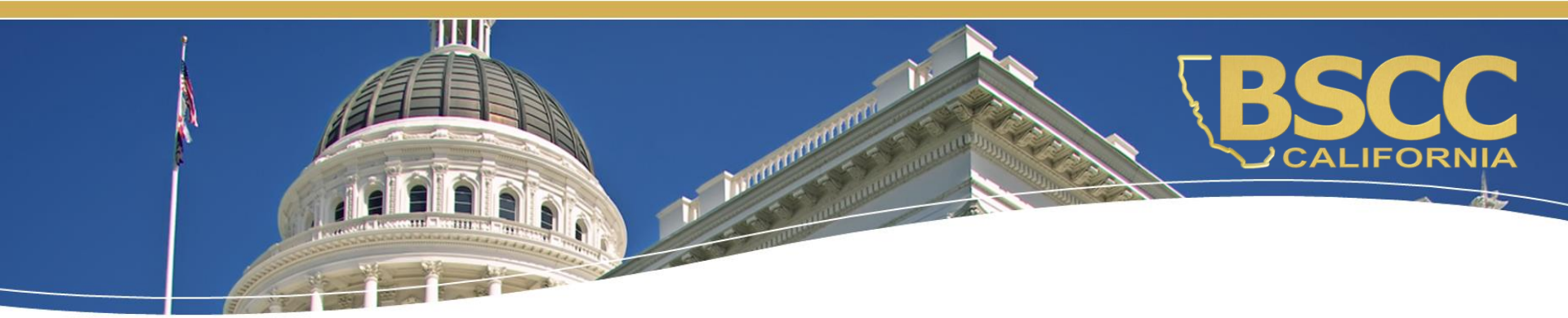
July 2020

BSCC
CALIFORNIA

TAKEAWAYS

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





QUESTIONS?

GRANTEE PRESENTATIONS - 2 MINS

- ❖ One spokesperson
 - ❖ Introduce Team Members
 - Name and Role
 - ❖ Project Name
 - ❖ Briefly describe the project's intent and target population
-
- ◆ Sonoma
 - ◆ Stanislaus
 - ◆ Siskiyou
 - ◆ Shasta
 - ◆ Nevada