

STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES

SCO ID: 5227-BSCC85823

STANDARD AGREEMENT

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

BSCC 858-23

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

City of Stockton**2. The term of this Agreement is:**

START DATE

JULY 1, 2023

THROUGH END DATE


JUNE 30, 2025**3. The maximum amount of this Agreement is:****\$9,174.00****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.**

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Attachment 2	California Violence Intervention & Prevention Program: Mental Health Services for Frontline Workers Grant Application	9

* This item is hereby incorporated by reference and can be viewed at: http://www.bscc.ca.gov/s_cpqpcalvipgrant/*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.)


City of Stockton

CONTRACTOR BUSINESS ADDRESS 425 North El Dorado Street	CITY Stockton	STATE CA	ZIP 95202
PRINTED NAME OF PERSON SIGNING Harry Black	TITLE City Manager		
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 COLLEEN CURTIN	TITLE Acting 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 – CALIFORNIA VIOLENCE INTERVENTION AND PREVENTION (CalVIP) MENTAL HEALTH SERVICES FOR FRONTLINE WORKERS GRANT PROGRAM

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and City of Stockton (hereafter referred to as the Grantee or Contractor).

2. PROJECT SUMMARY AND ADMINISTRATION

A. The CalVIP Program: Mental Health Services for Frontline Workers Grant Opportunity provides supplemental grants for CalVIP Cohort IV grantees to provide mental health services to frontline workers and their families.

B. Grantee agrees to administer the project in accordance with Attachment 1: CalVIP Program: Mental Health Services for Frontline Workers Grant Request for Applications (incorporated by reference) and Attachment 2: CalVIP Program: Mental Health Services for Frontline Workers Grant Application, which are attached 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: Harry Black
Title: City Manager
Address: 425 North El Dorado Street, Stockton, CA 95202
Phone: 209-937-8212
Email: harry.black@stocktonca.gov

Designated Financial Officer authorized to receive warrants:

Name: Gerardo Ponce
Title: Senior Management Assistant
Address: 425 North El Dorado Street, Stockton, CA 95202
Phone: 209-937-8227
Email: gerardo.ponce@stocktonca.gov

Project Director authorized to administer the project:

Name: Lora M. Larson, MSW
Title: Violence Prevention Director
Address: 425 North El Dorado Street, Stockton, CA 95202
Phone: 209-937-5614
Email: lora.larson@stocktonca.gov

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.

EXHIBIT A: SCOPE OF WORK**4. DATA COLLECTION**

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: CalVIP Program: Mental Health Services for Frontline Workers Grant Request for Applications (incorporated by reference) and Attachment 2: CalVIP Program: Mental Health Services for Frontline Workers Grant Application.

5. 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 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.
- 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.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

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

Quarterly Invoicing Periods:

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

Due no later than:

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

- B. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.
- C. 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.

3. BUDGET CONTINGENCY CLAUSE

- A. This grant agreement is valid through CalVIP 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 Senate Bill 129 (Chapter 69, Statutes of 2021) also known as the California Budget Act of 2021 and Senate Bill 154, 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 CalVIP funding is reduced or falls below estimates contained within the CalVIP 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.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

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.

4. PROJECT COSTS

- A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the July 2020 BSCC Grant Administration Guide, which can be found under Quick Links here:

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

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.

- B. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.
- C. 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.
- D. 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. 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.
- C. 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.

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

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

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

BSCC Budget Line Item	A. Grant Funds	B. Total
1. Mental Health Services	\$9174	\$9174
TOTALS	\$9174	\$9174

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 save 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.
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.
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

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

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](#) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
- 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

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

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:

- 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. (Govt. 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

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

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 are 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: CalVIP Mental Health Services for Frontline Workers Grant Program Request for Applications and Attachment 2: CalVIP Mental Health Services for Frontline Workers Grant Program Application.
- 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: CalVIP Mental Health Services for Frontline Workers Grant Program Request for Applications and Attachment 2: CalVIP Mental Health Service for Frontline Workers Grant Program Application, 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.
- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the CalVIP 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.

EXHIBIT D: Special Terms and Conditions

- 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 period.

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.
- 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

EXHIBIT D: Special Terms and Conditions

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 Attachment 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 Attachment 1: CalVIP Mental Health Services for Frontline Workers Grant Program Request for Applications and Attachment 2: CalVIP Mental Health Services for Frontline Workers Grant Program Application.

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:
 - 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: CalVIP Program: Mental Health Services for Frontline Workers Grant Request for Applications and Attachment 2: CalVIP Program: Mental Health Services for Frontline Workers Grant Application or approved modifications; and
 - 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 8. 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

EXHIBIT D: Special Terms and Conditions

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 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.

9. 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.

EXHIBIT D: Special Terms and Conditions

10. 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.

**California Violence Intervention and Prevention
Program: Mental Health Services for Frontline
Workers Grant**

**APPLICATION PACKAGE
COVER SHEET**

Submitted by:

**CITY OF STOCKTON, OFFICE OF VIOLENCE
PREVENTION**

Date Submitted:

04/28/2023

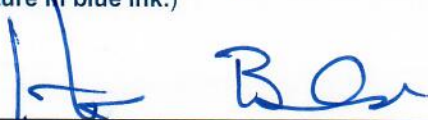
Applicant Information Form: Instructions

- A. **Applicant:** Complete the required information for the agency submitting the form (i.e., <NAME> ABC Organization).
- B. **Tax Identification Number:** Provide the tax identification number of the Applicant.
- C. **Project Title:** Provide the title of the project.
- D. **Project Summary:** Provide a summary (100-150 words) of the proposal. Note: this information will be posted to the BSCC's website for informational purposes.
- E. **Grant Funds Requested:** See Instructions Tab of the Budget Attachment.
- F. **Project Director:** Provide the name, title, and contact information for the individual responsible for oversight and management of the project. This person must be an employee of the Grantee.
- G. **Financial Officer:** Provide the name, title and contact information for the individual responsible for fiscal oversight and management of the project. Typically, this is the individual that will certify and submit invoices. This person must be an employee of the Grantee.
- H. **Day-to-Day Project Contact:** Provide the name, title and contact information for the individual who serves as the primary contact person for the grant. Typically, this individual has day-to-day oversight for the project. This person must be an employee of the Grantee.
- I. **Day-to-Day Fiscal Contact:** Provide the name, title, and contact information for the individual who serves as the primary contact person for fiscal matters related to the grant. This may be the individual who prepares the invoices for approval by the Financial Officer. This person must be an employee of the Grantee.
- J. **Authorized Signature:** Complete the required information for the person authorized to sign for the Applicant. This individual must read the assurances under this section, then sign and date in the appropriate fields.

Applicant Information Form

A. APPLICANT < Name> Public Defender's Office		B. TAX IDENTIFICATION NUMBER	
NAME OF APPLICANT City of Stockton – City Manager's Office of Violence Prevention		TAX IDENTIFICATION #: 94-60000436	
STREET ADDRESS 425 North El Dorado Street	CITY Stockton	STATE CA	ZIP CODE 95202
MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE
C. PROJECT TITLE: Mindful Peacekeeping: Strengthening Resilience and Reducing Burnout Among Stockton's Community Violence Interrupters			
D. PROJECT SUMMARY (100-150 words):			
<p>Community Violence Interrupters (CVI's), or what Stockton's Office of Violence Prevention (OVP) calls Peacekeepers, are susceptible to vicarious trauma, anxiety, depression, and other mental health issues due to their exposure to gun violence and work with families impacted by violence. The OVP seeks funding to provide advanced mindfulness training to its staff and partner agencies of CalVIP. The program will consist of a series of mindfulness sessions designed specifically for violence interrupters, led by certified mindfulness instructors. It will include mindfulness meditation, body scans, and other mindfulness exercises. The program will also offer ongoing support, such as group discussions and follow-up coaching, to ensure staff can apply their new skills. The training will cover several topics related to mindfulness, including an introduction to mindfulness, mindfulness techniques for stress reduction, mindfulness for self-compassion, and mindfulness in interpersonal conflict.</p>			
E. GRANT FUNDS REQUESTED: See Budget Attachment or Last Page			
\$9,174			
F. PROJECT DIRECTOR:			
NAME Lora M. Larson, MSW	TITLE Office of Violence Prevention Director	TELEPHONE NUMBER 209-937-5614	
STREET ADDRESS 425 North El Dorado Street		FAX NUMBER	
CITY Stockton	STATE CA	ZIP CODE 95202	EMAIL ADDRESS Lora.larson@stocktonca.gov
G. FINANCIAL OFFICER:			
NAME Gerardo Ponce	TITLE Senior Management Assistant	TELEPHONE NUMBER 209-937-8227	
STREET ADDRESS 425 North El Dorado Street		FAX NUMBER	
CITY Stockton	STATE CA	ZIP CODE 95202	EMAIL ADDRESS Gerardo.ponce@stocktonca.gov
PAYMENT MAILING ADDRESS (if different)		CITY	STATE ZIP CODE
H. DAY-TO-DAY PROGRAM CONTACT:			
NAME Lindsay Brown	TITLE Management Assistant	TELEPHONE NUMBER 209-937-7013	
STREET ADDRESS 425 North El Dorado Street		FAX NUMBER	
CITY Stockton	STATE CA	ZIP CODE 95202	EMAIL ADDRESS Lindsay.brown@stocktonca.gov

I. DAY-TO-DAY FISCAL CONTACT:			
NAME Gerardo Ponce	TITLE Senior Management Assistant	TELEPHONE NUMBER 209-937-8227	
STREET ADDRESS 425 North El Dorado Street		FAX NUMBER	
CITY Stockton	STATE CA	ZIP CODE 95202	EMAIL ADDRESS Gerardo.ponce@stocktonca.gov

J. AUTHORIZED SIGNATURE			
By signing this application, I hereby certify that I am vested by the Applicant with the authority to enter into contract with the BSCC, and that the grantee and any subcontractors will abide by the laws, policies and procedures governing this funding.			
NAME OF AUTHORIZED OFFICER Harry Black	TITLE City Manager	TELEPHONE NUMBER 209-937-8294	EMAIL ADDRESS Harry.black@stocktonca.gov
STREET ADDRESS 425 North El Dorado Street	CITY Stockton	STATE CA	ZIP CODE 95202
EMAIL ADDRESS Harry.black@stocktonca.gov			
APPLICANT'S SIGNATURE (Signed by the authorized signatory with a digital signature OR a wet signature in blue ink.)			DATE
X 			5/1/23

Authorized Signature: Must be a representative with the authority to sign documents and obligate the applicant

CONFIDENTIALITY NOTICE

All documents submitted as a part of the CalVIP Program: Mental Health Services for Frontline Workers Grant application are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC, as a state agency, may have to disclose these documents to the public. The BSCC cannot ensure the confidentiality of any information submitted in or with this application. (Gov. Code, §§ 6250 et seq.)

PROJECT DESCRIPTION

Mindful Peacekeeping: Strengthening Resilience and Reducing Burnout Among Stockton's Community Violence Interrupters

Introduction:

The Ceasefire model is a well-known public health approach to reducing gun violence that has been effective in various cities across the United States (National Institute of Justice, 2014). In Stockton, the Ceasefire strategy has successfully reduced gang and gun violence. The Office of Violence Prevention (OVP) supports this strategy by offering positive alternatives to individuals at the highest risk of becoming victims or perpetrators of gun and gang violence. The OVP strategies are carried out by community violence interrupters (CVIs), or what Stockton OVP calls Peacekeepers. The Peacekeepers are susceptible to vicarious trauma, anxiety, depression, and other mental health issues due to their exposure to gun violence and work with families impacted by violence.

Project Description:

The OVP seeks funding to provide Mindful-Based Stress Reduction (MBSR) training to its staff. The program is eight weeks of online training facilitated by a certified MBSR instructor. The OVP chose mindfulness training due to the wealth of evidence demonstrating that mindfulness-based interventions can improve mental health (Eberth & Sedlmeier, 2012; Hofmann, Sawyer, Witt, & Oh, 2010; Khoury et al., 2013).

OVP chose the MBSR program offered by Mindful Leader because it is the most extensively tested evidence-based mindfulness program available. The MBSR training will provide tools that can help staff manage trauma, stress, and anxiety, improve resilience, and reduce symptoms of depression, anxiety, and PTSD (Kearney et al., 2013). Additionally, developing self-awareness and emotional regulation can lead to healthier coping mechanisms and better interpersonal relationships.

The objective of this grant project is to provide an eight-week online Mindful-based Stress Reduction Training (MBSR) led by certified MBSR instructors to OVP staff.

The eight-week training topics are as follows: Week 1 & 2 = Mindful Movement, Mindful Eating, Body Scan Meditation, Perception Didactic, Awareness of Breathing, Pleasant Events Calendar. Week 3 & 4= Walking Meditation, Lying Down Mindful Movement, Unpleasant Events Calendar, The Stress Response, Standing Mindful Movement, Group Exploration of Stress. Week 5 & 6= Sitting and Standing Meditations, Working with Difficulties, Responding Instead of Reacting, Choiceless Awareness Meditation, Mindful Communications Discussion of Full Day. Week 7 & 8= Silent Meditations, Loving Kindness Meditation, Formal and Informal Practice, Sustaining Your Practice.

- Evaluating the effectiveness of the mindfulness training program by utilizing pre-and post-training assessments, including the Five Facet Mindfulness Questionnaire and the Resilience Scale Questionnaire. The program's impact on the work of violence interrupters will also be evaluated through qualitative data gathering, including interviews and focus groups with program participants.

Methodology:

The program will consist of eight weeks of online training, followed by a one-day mindfulness retreat along with coaching support. The San Joaquin County Data Co-op will evaluate the program's effectiveness as they are providing an evaluation of OVP's CalVIP grant Cohort 4 programs.

Expected Outcomes:

Increased resilience scores and mindfulness awareness, improved ability to manage emotions, stay focused, and communicate skillfully in high-pressure situations.

Additionally, we believe the skills and tools learned in the program can be shared with family members, creating a ripple effect of positive impact in the broader community.

Conclusion:

This project is aligned with the Ceasefire model, a proven public health approach to reducing gun violence. By providing advanced mindfulness training to Peacekeepers, we aim to enhance their effectiveness, promote wellness, and contribute to building a more peaceful and resilient Stockton.

Appendix A: 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** (minimum of two); (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:	Provide advanced mindfulness training to OVP and CalVIP partner staff to manage the effects of trauma experienced by community violence interrupters (CVIs).	Timeline	
		Start Date	End Date
Objectives (A., B., etc.)	<p>A. To promote wellness by equipping staff with the tools to manage stress and anxiety while improving resilience.</p> <p>B. Enhance the effectiveness of CVIs by teaching them to manage their emotions, stay focused, and communicate skillfully in high-pressure situations.</p> <p>C. Provide ongoing support, such as group discussions and follow-up coaching, to ensure staff can apply their new skills.</p>		
Project activities that support the identified goal and objectives:		Responsible staff/partners	
1. Week 1&2- Mindful Movement, Mindful Eating, Body Scan Meditation, Perception Didactic, Awareness of Breathing, Pleasant Events Calendar.		Mindful Leader Certified Instructor	TBD
2. Week 3&4-Walking Meditation, Lying Down Mindful Movement, Unpleasant Events Calendar, The Stress Response, Standing Mindful Movement, Group Exploration of Stress		Mindful Leader Certified Instructor	TBD
3. Week 5-6-Sitting and Standing Meditations, Working with Difficulties, Responding Instead of Reacting, Choiceless Awareness Meditation, Mindful Communications Discussion of Full Day		Mindful Leader Certified Instructor	TBD
4. Week 7&8-Silent Meditations, Loving Kindness Meditation, Formal and Informal Practice, Sustaining Your Practice		Mindful Leader Certified Instructor	TBD
5. One-on-one coaching to enhance learning and foster growth.		Mindful Leader Certified Instructor	TBD

(2) Goal:	Evaluate the effectiveness of the mindfulness training program.			
Objectives (A., B., etc.)	A. administer pre & post questionnaire to measure mindfulness effectiveness B. Administer pre-post Five Facet Mindfulness Questionnaire C. Administer pre-post Resilience Scale			
Project activities that support the identified goal and objectives:		Responsible staff/partners	Timeline	
1. Administer pre-post Resilience Scale 2. Administer pre-post Resilience Scale		San Joaquin Data Co-op	Start Date	End Date



**2022 California Violence Intervention & Prevention Program:
Mental Health Services for Frontline Workers Grant - Project Budget and Budget Narrative**

Name of Applicant: The City of Stockton, Office of Violence Prevention

Contract Term: July 1, 2023 - June 30, 2025

Note: The top table will auto-populate based on the information entered in the sections below.

Budget Line Item	Grant Funds	Total
1. Mental Health Services for Frontline Workers	\$9,174	\$9,174
TOTAL	\$9,174	\$9,174

1a. Mental Health Services for Frontline Workers

Description of Mental Health Service(s)	Calculation for Expenditure	Grant Funds	Total
Mindful-based Stress Reduction enrollment	\$723 x 10	\$7,230	\$7,230
Mindful-based Stress Reduction Coaching	\$149 x 10	\$1,490	\$1,490
Staff wellness retreat	Lodi Lake rental=\$190, twelve kayak rentals for one hour@ \$22.00 an hour	\$454	\$454
		\$0	\$0
		\$0	\$0
		\$0	\$0
		\$0	\$0
		\$0	\$0
TOTAL		\$9,174	\$9,174

1b. Mental Health Services for Frontline Workers

OVP staff will participate in an 8-week mindful-based stress reduction(MBSR) training with Mindful Leader. The training is online and will cover the following topics: **Week 1 & 2** = Mindful Movement, Mindful Eating, Body Scan Meditation, Perception Didactic, Awareness of Breathing, Pleasant Events Calendar. **Week 3 & 4**= Walking Meditation, Lying Down Mindful Movement, Unpleasant Events Calendar, The Stress Response, Standing Mindful Movement, Group Exploration of Stress. **Week 5 & 6**= Sitting and Standing Meditations, Working with Difficulties, Responding Instead of Reacting, Choiceless Awareness Meditation, Mindful Communications Discussion of Full Day. **Week 7 & 8**= Silent Meditations, Loving Kindness Meditation, Formal and Informal Practice, Sustaining Your Practice. MBSR 1 on 1 coaching will provide to staff at any time during the 8-week training session to enhance learning and foster growth.

MBSR coaching, staff will be provided 1 on 1 coaching throughout the 8-week training session.

Office of Violence Prevention will utilize the agency budget to cover the program overage of \$1,290.

After the mindful-based training, OVP will host an offsite wellness retreat at a local lake where staff will spend the day kayaking and relaxing with thier family. the cost for this event is is \$454 dollars.

This project is aligned with the City of Stockotn's Ceasefire model, a proven public health approach to reducing gun violence. By providing advanced mindfulness training to Peacekeepers, we aim to enhance their effectiveness, promote wellness, and contribute to building a more peaceful and resilient Stockton.