



County of Santa Cruz 0047

PROBATION DEPARTMENT

P.O. BOX 1812, SANTA CRUZ, CA 95061-1812

(831) 454-2150 FAX: (831) 454-3035

JOHN P. RHOADS
CHIEF PROBATION OFFICER

February 20, 2002

Agenda: March 5, 2002

Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

Adopt resolution accepting and appropriating unanticipated revenue in the amount of \$250,000 from Robert Wood Johnson Foundation for "Reclaiming Futures" and approve and authorize the Chief Probation Officer to sign Grant Agreement

Dear Board Members:

On August 21, 2001, your Board approved the Probation Department's application to the Robert Wood Johnson Foundation in response to their Call for Proposals entitled "Reclaiming Futures: Building Community Solutions to Substance Abuse and Delinquency".

The focus of this \$21 million initiative is to develop models of juvenile justice system infrastructure able to deliver comprehensive and effective adolescent treatment and community reintegration for substance abusing youth. Applicants were to develop proposals for a one-year planning process, funded at \$250,000, to be followed by a potential for four years of system implementation funding at \$250,000 per year, plus an additional award of up to \$500,000 over three years for program assessment and treatment enhancement projects. We are pleased to advise your Board that the Foundation has recently announced that the Santa Cruz County application for the one-year planning process was accepted for funding, and is one of eleven projects nationwide that will receive a grant award to be used solely for the planning and system development phase of the initiative. The Robert Wood Johnson Foundation plans to officially announce the awards during the week of March 11, 2002 through a nationwide media campaign.

Project Summary

Santa Cruz County is recognized as a national leader in the area of juvenile justice reform, and is in an excellent position to contribute to the body of knowledge regarding adolescent treatment in the juvenile justice system. The County Probation Department will be lead agency for the project, which will be guided by a community collaborative (Core Team) with representation from institutions and constituencies that play a role in the lives of juveniles in the justice system. The planning year, which begins in March 2002, will include in-depth data collection and analysis to fully understand the experiences of substance abusing youth offenders and their parents, the types of services they currently receive, and how effective these services are. The project is titled

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“Juntos Para el Futuro” (Together for the Future), and will feature intensive community involvement and community education and will identify promising, innovative pathways for youthful offenders to reintegrate back into the community. The project will be based on a balanced and restorative justice model, combining a focus on community safety, victim restoration and offender habilitation. Additionally, Juvenile Court Judge John Salazar has been selected by the Foundation to participate in the Judicial Leadership Fellowship component of the program, providing leadership development for building community solutions to substance abuse and delinquency.

Santa Cruz County already has an integrated System of Care that brings together probation and mental health services; the project will further existing efforts to include substance abuse treatment services. This System of Care, operational since **1989**, is a community-based collaboration between Probation and Children’s Mental Health that provides individualized services to children and families at risk of separation due to court-ordered out-of-home placement. Researchers have recognized this program as one of the best examples of System of Care integration, and foundation funding will enable the County to expand the existing System of Care to provide a model system for treating substance abusing youth in the juvenile justice system.

It is now necessary to return to your Board with the appropriate financial documents for the receipt and expenditure of funds. Due to the limited term of this grant award, the Probation Department will be preparing requests for proposals from local non-profit agencies and individuals to provide contracted services for project coordination, community outreach activities including public forums, data collection and analysis services, and written reports. Funds will also be used for consultant trainers and for focused youth research activities. It is anticipated that the Department will return to your Board for approval of these agreements for services on or before May 7, 2002. There is no cash match requirement for these funds, and no increase in net county cost is associated with this grant-fund program.

IT IS THEREFORE RECOMMENDED that your Board:

1. Approve the attached resolution accepting unanticipated revenue in the amount of \$250,000 from the Robert Wood Johnson Foundation and appropriate these funds for costs associated with the Probation Department’s “Reclaiming Futures” program, as described in the attached AUD 60 form; and
2. Approve and authorize the Chief Probation Officer to sign the Request for Project Support and Conditions of Grant, as well as any related contracts, amendments or extensions with the Robert Wood Johnson Foundation, on behalf of the County; and
3. Direct the Probation Department to return to your Board on or before May **7, 2002** with a report requesting approval of agreements related to the Reclaiming Futures Program.

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Sincerely,



JOHN P. RHOADS

Chief Probation Officer

RECOMMENDED:



SUSANA A. MAURIELLO

County Administrative Officer

cc: County Administrative Officer
County Counsel
Auditor-Controller
Probation Department

Request for Project support
and
Conditions of Grant

(609) 452-8707

0052

Title of Project: Juntos Para El Futuro

Purpose of Project: Planning grant for Reclaiming Futures Initiative, designed to build community solutions to substance abuse and delinquency by developing the systems infrastructure necessary to deliver comprehensive care within the juvenile justice system in Santa Cruz County CA.

Applicant Institution (name of legal entity, address, telephone number, fax number, and e-mail address):

Santa Cruz County Probation Dept.
PO Box 1812
Santa Cruz CA 95061-1812

831-454-3451 (fax) 831-454-3035

john.rhoads@co.santa-cruz.ca.us

Amount of Support Requested (total project period):

\$250,000

Period for Which Support is Requested (total project period):

From March 1, 2002 Through Feb. 28, 2003
Month Day Year Month Day Year

Institution Financial Officer (full name, title, address, telephone number, fax number, and e-mail address):

Fred Nohr
Admin. Services Manager
Santa Cruz County Probation Dept.
PO Box 1812 Santa Cruz CA 95061
831-454-3452 831-454-3035 (fax)

fred.nohr@co.santa-cruz.ca.us

*Project Director (full name, title, address, telephone number, fax number, and e-mail address):

Judy Cox
Asst. Chief Probation Officer
Santa Cruz County Probation Dept.
PO Box 1812 Santa Cruz CA 95061
831-454-3833 831-454-3827 (fax)

judy.cox@co.santa-cruz.ca.us

Institutional Approval (full name, title, address, telephone number, fax number, and e-mail address of official authorized to sign for institution):

John P. Rhoads
Chief Probation Officer
Santa Cruz County Probation Dept.
PO Box 1812 Santa Cruz CA 95061
831-454-3451 831-454-3035 (fax)

john.rhoads@co.santa-cruz.ca.us

(NOTE: Signature required on page 4)

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Please provide the following evidence, as applicable, of your institution's tax status:

If your institution is a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code, (i) a copy of the letter your institution received from the Internal Revenue Service stating that your institution is exempt from taxation by virtue of being described in Section 501(c)(3); (ii) a copy of the letter your institution received from the Internal Revenue Service stating that either your institution is not a private foundation described in Section 509(a) or stating that your institution is an exempt operating foundation described in Section 4940(d)(2); and (iii) a copy of Form 4653 and other data, if any, your institution has filed with or received from the Internal Revenue Service concerning your tax status.

If your institution is an organization described in Section 170(c)(1) or Section 511(a)(2)(B) of the Internal Revenue Code, (i) a copy of the correspondence, if any, from the Internal Revenue Service stating that fact; or (ii) a copy of the legislation establishing your institution.

These documents must be accompanied by a letter signed by a responsible officer of the institution certifying that the copies so provided are true and correct copies of the originals on file with the institution and that they remain in full force and effect.

Any questions you may have about your tax-exempt status should be directed to the Office of the Vice President, General Counsel and Secretary (609-627-5922).

*The project director is the individual who will be directly responsible for developing the proposed activity, its implementation, and day-to-day direct supervision of the project should a grant be awarded.

RWJF (7/2000)--PUBLIC CHARITIES AND EXEMPT OPERATING FOUNDATIONS DESCRIBED IN SECTION 4940(d)(2) OF THE INTERNAL REVENUE CODE

CONDITIONS OF GRANT

Following are the conditions applying to grants made by The Robert Wood Johnson Foundation ("the Foundation"). You should read these conditions carefully prior to signing this form. Your signature on this form constitutes your acceptance in full of all conditions contained herein. To induce the Foundation to make the grant requested hereby, you ("the grantee") accept and agree to comply with the following conditions in the event that such grant is awarded. As used throughout this form, the term "grant" shall include the income, if any, arising therefrom unless the context otherwise requires.

1. **PURPOSE AND ADMINISTRATION.** The grant shall be used exclusively for the purposes specified in the grantee's proposal, dated _____, the Request for Project Support Form on page 1 hereof, and related documents, all as approved by the Foundation.

The grantee will directly administer the project or program being supported by the grant and agrees that no grant funds shall be disbursed to any organization or entity, whether or not formed by the grantee, other than as specifically set forth in the grant proposal referred to above.

2. **USE OF GRANT FUNDS.**

- A. No part of the grant shall be used to carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Internal Revenue Code.
- B. No part of the grant shall be used to attempt to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Internal Revenue Code.
- C. No part of the grant shall be used to provide a grant to an individual for travel, study, or similar purpose within the meaning of Section 4945(g) of the Internal Revenue Code, without prior written approval of the Foundation. Payments of salaries, other compensation, or expense reimbursement to employees of the grantee within the scope of their employment do not constitute "grants" for these purposes and are not subject to these restrictions.
- D. No part of the grant shall be used for a grant to another organization without prior written approval of the Foundation.
- E. No part of the grant shall be used for other than religious, charitable, scientific, literary, or educational purposes or the prevention of cruelty to children or animals within the meaning of Section 170(c)(2)(B) of the Internal Revenue Code.
- F. The grantee promptly shall repay any portion of the grant which for any reason is not used exclusively for the purposes of the grant. The grantee shall repay to the Foundation any portion of the grant which is not used exclusively for the purposes described in Section 1 hereof within the time specified in the grantee's proposal or within any approved extension of said time period within fifteen (15) days after such specified time or such extension. If the Foundation terminates the grant pursuant to Section 10 hereof, the grantee shall repay within thirty (30) days after written request by the Foundation all grant funds unexpended as of the effective date of termination and all grant funds expensed for purposes or items allocable to the period of time subsequent to the effective date of termination. If any portion of the grant is used for purposes other than those described in Section 170(c)(2)(B) of the Internal Revenue Code, the grantee shall repay to the Foundation that portion of the grant and any additional amount in excess of such portion necessary to effect a correction under Section 4945 of the Internal Revenue Code.
- G. If the grantee is directly or indirectly controlled by the Foundation or by one or more "disqualified persons" (within the meaning of Section 4946 of the Internal Revenue Code) with respect to the Foundation, the grantee agrees (i) to expend all of the grant prior to the grantee's first annual accounting period following the taxable year in which the grantee receives a grant payment, thereby permitting the Foundation to count the grant as a qualifying distribution under Section 4942(g)(3) and (h); and (ii) to submit to the Foundation promptly after the close of the grantee's annual accounting period a full and complete written report signed by an appropriate officer, director, or trustee, showing that the qualifying distribution has been made, the name and address of the recipient or recipients, the amounts received by each, and that all the distributions are treated as distributions out of corpus.

3. **BUDGET.** The grant budget and any revisions thereto shall comply with the Foundation's Budget Preparation Guidelines, Budget Revision Guidelines, and any additional instructions contained in the Treasurer's letter sent by the Foundation to the grantee (collectively the "Budget Guidelines"). Such Budget Guidelines, as they may be modified by the Foundation from time to time, are incorporated herein by this reference. Expenditures of the grant funds must adhere to the specific line items in the grantee's approved grant budget, and transfers among line items (increases and decreases) are permitted only under the conditions and to the extent indicated in the Budget Guidelines.
4. **ACCOUNTING AND AUDIT.** The grantee shall indicate the grant separately on its books of account. The grantee shall maintain a systematic accounting record of the receipt and disbursement of funds and expenditures incurred under the terms of the grant and shall retain the substantiating documents such as bills,

invoices, cancelled checks, and receipts in the grantee's files for a period of not less than four (4) years after expiration of the grant period. The grantee agrees promptly to furnish the Foundation with copies of such documents upon the Foundation's request.

The grantee agrees to make its books and records available to the Foundation at reasonable times.

The Foundation, at its expense, may audit or have audited the books and records of the grantee insofar as they relate to the disposition of the funds granted by the Foundation, and the grantee shall provide all necessary assistance in connection therewith.

5. **REPORTS.** Financial reports shall be furnished by the grantee to the Foundation for each budget period of the grant and upon expiration, repayment (pursuant to Section 2F hereof), or termination of the grant (pursuant to Section 10 hereof). The financial report shall show actual expenditures reported as of the date of the report against the approved line item budget. Annual Progress Reports and Final Grant Reports shall be furnished by the grantee to the Foundation and shall include a report on the progress made by the grantee towards achieving the grant purposes and any problems or obstacles encountered in the effort to achieve the grant purposes. All such reports shall be furnished to the Foundation within a reasonable period of time after the close of the period for which such reports are made. All such reports shall be retained in the grantee's files for a period of not less than four (4) years after expiration of the grant period.

The Foundation may, at its expense, monitor and conduct an evaluation of operations under the grant, which may include visits by representatives of the Foundation to observe the grantee's program procedures and operations and to discuss the program with the grantee's personnel.

6. **COPYRIGHT, FOUNDATION USE OF DATA, AND PUBLIC USE DATA TAPES.** All copyright interests in materials produced as a result of this grant are owned by the grantee. The grantee hereby grants to the Foundation a nonexclusive, irrevocable, perpetual, royalty-free license to reproduce, publish, republish in print or electronic form, including in electronic databases or in any future form not yet discovered or implemented, copy, summarize, condense, abstract or excerpt, or otherwise use and to license others to use any and all such materials which are or will be produced as a result of this grant, including any and all data collected in connection with the grant in any and all forms in which said data are fixed.

The grantee represents and warrants that the material produced by the grantee under this grant is and will be original and does not and will not infringe upon any statutory or common law copyright, proprietary right, or any other right of any other person, and has not heretofore been published or used in any medium for any purpose.

At any time during the period of this grant, at the Foundation's request, the grantee shall, at no additional cost to the Foundation, cause public use data files to be constructed (with appropriate adjustments to assure individual privacy) in accordance with the specifications of the Inter-University Consortium for Political and Social Research, University of Michigan, including the full documentation outlined in the Consortium's current data preparation manual. Unless the Foundation shall otherwise specify, such public use data files shall include all data files used to conduct the analysis under the grant. The grantee shall transmit one computer-readable copy of such public use data files and documentation to the Consortium upon expiration of the grant period.

7. **PUBLIC REPORTING.** The Foundation will report this grant, if made, in its next Annual Report. The Foundation does not usually issue press releases on individual grants; however, should the Foundation elect to do so, it would discuss the press release with the grantee in advance of dissemination. The grantee may issue its own press announcement but shall seek approval of the announcement from the Foundation before distribution. In addition, the Foundation may prepare reports on the project or program, briefly describing its accomplishments and results, which may be published and distributed, including posting on the Foundation's Internet site, and used by the Foundation to respond to inquiries and for other public information purposes.

The grantee shall send to the Foundation copies of all papers, manuscripts, and other information materials which it produces that are related to the project supported by the Foundation.

In all public statements concerning the Foundation--press releases, annual reports, or other announcements--the grantee is specifically requested to refer to the Foundation by its full name: The Robert Wood Johnson Foundation.

8. **GRANTEE TAX STATUS.** The grantee represents that it is currently either (i) a tax-exempt entity described in Section 501(c)(3) of the Internal Revenue Code and either (a) is not a private foundation described in Section 509(a); or (b) is an exempt operating foundation described in Section 4940(d)(2); or (ii) an organization described in Section 170(c)(1) or Section 511(a)(2)(B). The grantee shall immediately give written notice to the Foundation if the grantee ceases to be exempt from federal income taxation as an organization described in Section 501(c)(3) or its status as not a private foundation under Section 509(a), as an exempt operating foundation described in Section 4940(d)(2), or as a Section 170(c)(1) or Section 511(a)(2)(B) organization is materially changed.

9. **CERTIFICATION REQUIRED WHEN GRANT MAY BE USED FOR RESEARCH INVOLVING HUMAN SUBJECTS.** If the grant is to be used in whole or in part for research involving human subjects, the grantee hereby certifies that the grantee will conduct the research in compliance with the ethical standards and the

criteria for approval of research set forth in United States Department of Health and Human Services policy for the protection of human research subjects (45 CFR part 46 and related policies and protocols, as amended from time to time).

10. **GRANT TERMINATION.** It is expressly agreed that any use by the grantee of the grant proceeds for any purpose other than those specified in Section 170(c)(2)(B) of the Internal Revenue Code will terminate the obligation of the Foundation to make further payments under the grant.

The Foundation, at its sole option; may terminate the grant at any time if (i) the grantee ceases to be exempt from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code; (ii) the grantee's status as not a private foundation under Section 509(a), its status as an exempt operating foundation under Section 4940(d)(2), or its status as a Section 170(c)(1) or Section 511(a)(2)(B) organization is materially altered; or (iii) in the Foundation's judgment, the grantee becomes unable to carry out the purposes of the grant, ceases to be an appropriate means of accomplishing the purposes of the grant, or fails to comply with any of the conditions hereof.

If the grant is terminated prior to the scheduled completion date, the grantee shall, upon request by the Foundation, provide to the Foundation a full accounting of the receipt and disbursement of funds and expenditures incurred under the grant as of the effective date of termination.

11. **LIMITATION; CHANGES; SEVERABILITY.** It is expressly understood that the Foundation by making this grant has no obligation to provide other or additional support to the grantee for purposes of this project or any other purposes. Any changes, additions, or deletions to (i) the conditions of the grant, or (ii) the proposal referred to in Section 1, must be made in writing only and must be jointly approved by the Foundation and the grantee. The invalidity in whole or in part of any term or condition of this grant shall not affect the validity of the other terms and conditions.
12. **CHANGED CIRCUMSTANCES; REGULATORY ACTION.** The grantee shall promptly notify the Foundation in writing if there is any change in circumstances that might affect the grantee's ability to carry out the grant; the grantee undergoes a merger, division, or other corporate reorganization; the grantee becomes subject to a proceeding under the Bankruptcy Code or other law relating to insolvency or makes an assignment for the benefit of creditors; the grantee becomes subject to an investigation or proceeding brought by the Attorney General, or any other regulatory agency; or the grantee receives notice of any litigation or other legal action relating to the grant or is served with a subpoena or other legal process seeking to compel production of or obtain access to any data related to the grant.
13. **GOVERNING LAW; JURISDICTION; VENUE.** This grant shall be governed by the laws of the state of New Jersey. Exclusive jurisdiction and venue over any disputes under this grant shall be in Middlesex County, New Jersey.
14. **NON-TRANSFERABILITY; NO JOINT VENTURE.** This grant is not transferable. Nothing contained herein shall be construed in any manner to imply or create a relationship between the Foundation and the grantee as partners, joint venturers, or of agency. The grantee shall not act in any manner as an agent or representative of the Foundation.

The foregoing conditions are hereby accepted and agreed to as of the date indicated.

Date: _____ Applicant Institution: Santa Cruz County Probation Dept.

By: _____
(Signature of Authorized Official)

Title: John P. Rhoads
Chief Probation Officer

By: _____
(Signature of Project Director)

Title: Judy Cox
Assistant Chief Probation Officer

Date: _____

Approved as to form:

Liz Allen Yu 2-25-02
County Counsel
Santa Cruz County